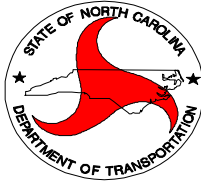


STATE OF NORTH CAROLINA  
**DEPARTMENT OF TRANSPORTATION**



DIVISION 2 – DISTRICT 1

# **CONTRACT PROPOSAL**

**WBS ELEMENT:** 2CR.20071.6  
**COUNTY:** Beaufort  
**ROUTES:** SR 1134, SR 1422, SR 1509, SR 1609  
**DESCRIPTION:** Milling & Resurfacing  
**BID OPENING:** Tuesday, May 11, 2010

**NOTICE:**

ALL BIDDERS SHALL COMPLY WITH ALL APPLICABLE LAWS REGULATING THE PRACTICE OF GENERAL CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA WHICH REQUIRES THE BIDDER TO BE LICENSED BY THE N.C. LICENSING BOARD FOR CONTRACTORS WHEN BIDDING ON ANY NON-FEDERAL AID PROJECT WHERE THE BID IS \$30,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD OR SBE PROJECT. BIDDERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA.

NAME OF BIDDER

N.C. CONTRACTOR'S LICENSE NUMBER

ADDRESS OF BIDDER

**RETURN BIDS TO:**

**N. C. DEPARTMENT OF TRANSPORTATION  
Attn: Aaron Bullard, PE  
105 Pactolus Highway  
P O Box 1587  
Greenville, NC 27835-1587**

**Per items 11 - 13 of the instructions on page 2**

## **CONTENTS**

<b>Instructions to Bidders .....</b>	<b>2</b>
<b>Project Special Provisions - General</b>	
Description.....	3
Purchase Order Contract Prequalification .....	3
Contract Time .....	3
Prosecution and Progress .....	4
No Major Contract Items .....	4
No Specialty Items .....	4
Fuel Price Adjustment .....	4
Minority Business Enterprise and Women Business Enterprise .....	4
Liability Insurance.....	13
Maintenance of the Project .....	14
Bids.....	15
Contract Payment and Performance Bond.....	15
Engineer.....	15
Payment .....	15
Claims for Additional Compensation or Extension of Time .....	16
Contractor Claim Submittal Form.....	16
Legal Relations and Responsibility to Public .....	16
Gifts from Vendors and Contractors .....	16
<b>Project Special Provisions - Roadway</b>	
Final Acceptance and Fourteen Day Observation Period .....	18
Construction Sequence .....	18
Incidental Stone Base .....	18
Milling of Existing Asphalt .....	18
Asphalt Pavements – Superpave .....	19
Asphalt Binder Content of Asphalt Plant Mixtures.....	33
Price Adjustment – Asphalt Binder for Plant Mix .....	34
Paving Intersections, Driveways, and Mailbox Turnouts .....	34
Pavement Width Varies .....	34
Aggregate Production .....	34
Traffic Control .....	34
Work Zone Signing .....	37
<b>Standard Special Provisions</b>	
Availability of Funds – Termination of Contracts .....	39
Errata .....	40
Plant and Pest Quarantines .....	44
Minimum Wages .....	45
 <b>Award Limits</b>	
<b>Listing of MBE/WBE Subcontractors</b>	
<b>Execution of Bid Sheets</b>	
<b>Contract Bid Form</b>	
<b>Vicinity Map</b>	
<b>Summary of Quantities</b>	

# **INSTRUCTIONS TO BIDDERS**

## **PLEASE READ ALL INSTRUCTIONS CAREFULLY BEFORE PREPARING AND SUBMITTING YOUR BID.**

**All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement shall cause the bid to be considered irregular and shall be grounds for rejection of the bid.**

1. The bid form furnished by NCDOT with the proposal shall be used and shall not be altered in any manner. **DO NOT SEPARATE THE BID FORM FROM THE PROPOSAL!**
2. All entries on the bid form, including signatures, shall be written in ink.
3. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures. Unit prices shall be limited to two (2) decimal places.
4. An amount bid shall be entered on the bid form for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the form.
5. The total amount bid shall be written in figures in the proper place on the bid form. The total amount shall be determined by adding the amounts bid for each item.
6. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink.
7. The bid shall be properly executed. All bids shall show the following information:
  - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
  - b. Name and signature of individual or representative submitting bid and position or title.
  - c. Name, signature, and position or title of witness.
  - d. Federal Identification Number (or Social Security Number of Individual)
  - e. Contractor's License Number (if Applicable)
8. Bids submitted by corporations shall bear the seal of the corporation.
9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
10. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
11. **THE PROPOSAL WITH THE BID SHEET STILL ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE DIVISION TWO ENGINEER'S OFFICE AT 105 PACTOLUS HIGHWAY, GREENVILLE, NC 27834 BY 10:00 AM ON TUESDAY, MAY 11, 2010.**
12. The sealed bid must display the following statement on the front of the sealed envelope:

**ATTN: AARON BULLARD, PE  
QUOTATION FOR RESURFACING IN BEAUFORT COUNTY, CONTRACT #2  
TO BE OPENED AT 10:00 AM ON TUESDAY, MAY 11, 2010**

13. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

**NC DEPARTMENT OF TRANSPORTATION  
ATTN: AARON BULLARD, PE  
PO BOX 1587  
GREENVILLE, NC 27835-1587**

## **AWARD OF CONTRACT**

**The award of the contract, if it be awarded, will be made to the lowest responsible bidder in accordance with Section 102 (excluding 102-2 and 102-11) of the Standard Specifications for Roads and Structures 2006. The lowest responsible bidder will be notified that his bid has been accepted and that he has been awarded the contract. NCDOT reserves the right to reject all bids.**

**DIVISION CONTRACT**  
**PROJECT SPECIAL PROVISIONS - GENERAL**

**DESCRIPTION:**

This contract is for milling and resurfacing of various secondary routes in Beaufort County. The routes included as part of this contract are:

1. SR 1509 (Spring Rd)
2. SR 1422 (Market St)
3. SR 1609 (Free Union Church Rd)
4. SR 1134 (Old New Bern Hwy)

Refer to the attached Summary of Quantities and Vicinity Maps for specific project limits. The Contractor shall furnish all labor, materials, and equipment necessary for the execution of said work.

All work and materials shall be in accordance with the provisions of the General Guidelines of this contract, the Project Special Provisions, the North Carolina Department of Transportation *Standard Specifications for Roads and Structures, July 2006*, the North Carolina Department of Transportation *Roadway Standard Drawings, July 2006*, and the current edition of the *Manual of Uniform Traffic Control Devices* (MUTCD).

The Contractor shall keep himself fully informed of all Federal, State, and Local laws, ordinances, and regulations, and shall comply with the provisions of Section 107 of the *2006 Standard Specifications*.

**PURCHASE ORDER CONTRACT PREQUALIFICATION:**

Beginning July 1, 2009, any firm that wishes to perform work on Division Purchase Order Contracts as either the prime contractor or as a subcontractor on the project must be prequalified for the type of work they wish to perform. Firms that wish to bid on these projects as the prime contractor must be prequalified prior to submitting a bid. Firms that wish to perform as a subcontractor to the prime contractor must be prequalified prior to beginning work on the project.

For the purposes of prequalification, any firm that is currently prequalified as a prime or a subcontractor on central let projects for the appropriate work codes is considered eligible to work and/or bid on Purchase Order Contracts as long as other items such as bonding and license requirements for the contract are met.

Information regarding the requirements to become prequalified as a Purchase Order Contract contractor, including the application to become prequalified if you are not already prequalified, can be found at the following website: <http://www.ncdot.org/business/howtogetstarted/>.

**CONTRACT TIME AND LIQUIDATED DAMAGES:**

(7-1-95)(Rev. 12-18-07)

SP1G10

The date of availability for this contract is **May 24, 2010**.

The completion date for this contract is **June 25, 2010**.

Except where otherwise provided by the contract, observation periods required by the contract will not be a part of the work to be completed by the completion date and/or intermediate contract times stated in the contract. The acceptable completion of the observation periods that extend beyond the final completion date shall be a part of the work covered by the performance and payment bonds.

The liquidated damages for this contract are **One Thousand, Two Hundred and Fifty Dollars (\$1,250.00)** per calendar day.

**PROSECUTION AND PROGRESS:**

The Contractor shall pursue the work diligently with workmen in sufficient numbers, abilities, and supervision, and with equipment, materials, and methods of construction as may be required to complete the work described in the contract by the completion date and in accordance with Section 108 of the *Standard Specifications*.

Once work has begun on any map number, the Contractor shall continuously work on that map until all work associated with that map number is completed. Work can begin on other map numbers as long as work required by the Engineer, in accordance with the contract, is being performed on incomplete map numbers.

**NO MAJOR CONTRACT ITEMS:**

(2-19-02) (Rev 8-21-07)

SP1 G31

None of the items included in this contract will be major items.

**NO SPECIALTY ITEMS:**

(7-1-95)

SP1 G34

None of the items included in this contract will be specialty items (See Article 108-6 of the *Standard Specifications*).

**FUEL PRICE ADJUSTMENT:**

(11-15-05) (Rev 1-20-09)

SP1 G43

Revise the 2006 *Standard Specifications* as follows:

**Page 1-93 Subarticle 109-8, add the following:**

The base index price for **DIESEL #2 FUEL** is **\$2.3387** per gallon.

Where any of the following are included as pay items in the contract, they will be eligible for fuel price adjustment.

The pay items and the fuel factor used in calculating adjustments to be made will be as follows:

Description	Units	Fuel Usage Factor Diesel
Asphalt Concrete Surface Course, Type SF9.5A	Gal/Ton	2.90
Asphalt Concrete Surface Course, Type S9.5B	Gal/Ton	2.90

**MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE:  
(PO & MUNICIPALITIES)**

(10-16-07) (10-20-09)

SP1G68

**Policy**

It is the policy of the North Carolina Department of Transportation that Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs) as defined in *GS 136-28.4* shall have the equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by State Funds.

### **Obligation**

The Contractor, subcontractor, and sub-recipient shall not discriminate on the basis of race, religion, color, creed, national origin, sex, handicapping condition or age in the performance of this contract. The Contractor shall comply with applicable requirements of *GS 136-28.4* in the award and administration of state funded contracts. Failure by the Contractor to comply with these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Department deems necessary.

### **Definitions**

*Commitment* - The approved MBE/WBE participation submitted by the prime contractor during the bidding process.

*Committed MBE/WBE* - Any MBE/WBE listed on the MBE/WBE commitment list approved by the Department at the time of bid submission or any MBE/WBE utilized as a replacement for a MBE/WBE firm listed on the commitment list.

*Department (DOT)*- North Carolina Department of Transportation (See Municipality)

*Municipality* – The entity letting the contract, when this provision refers to the Department or DOT, it shall mean the municipality, if applicable.

*Minority Business Enterprise (MBE)* – A firm certified as a Disadvantaged Minority-Owned Business Enterprise through the North Carolina Unified Certification Program.

*Women Business Enterprise (WBE)* – A firm certified as a Disadvantaged Women-Owned Business Enterprise through the North Carolina Unified Certification Program.

*MBE/WBE* – This term is used for convenience only. Minority Business Enterprise and Women Business Enterprise are not interchangeable terms and the goals for either or both are not interchangeable.

*Goal* - The MBE/WBE participation specified herein

*Letter of Intent* – Written documentation of the bidder/offeror's commitment to use a MBE/WBE subcontractor and confirmation from the MBE/WBE that it is participating in the contract.

*Manufacturer* - A firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.

*Regular Dealer* - A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. A regular dealer engages in, as its principal business and in its own name, the purchase and sale or lease of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in

stock, if it owns or operates distribution equipment. Brokers and packagers are not regarded as manufacturers or regular dealers within the meaning of this section.

*Form RS-1-D* - Form for subcontracts involving MBE/WBE subcontractors attesting to the agreed upon unit prices and extensions for the affected contract items.

*North Carolina Unified Certification Program* - A program that provides comprehensive information to applicants for certification, such that an applicant is required to apply only once for a MBE/WBE certification that will be honored by all recipients of USDOT funds in the state and not limited to the Department of Transportation only. The Certification Program is in accordance with *49 CFR Part 26*.

*Standard Specifications* – The general term comprising all directions, provisions, and requirements contained or referred to in the *North Carolina Department of Transportation Standard Specifications for Roads and Structures* and any subsequent revisions or additions to such book that are issued under the title *Supplemental Specifications*.

## **Contract Goal**

The following goals for participation by Minority Business Enterprises and Women Business Enterprises are established for this contract.

### **(A) Minority Business Enterprises 5 %**

- (1) *If the goal is more than zero*, the Contractor shall exercise all necessary and reasonable steps to ensure that Minority Business Enterprises participate in at least the percent of the contract as set forth above as the goal.
- (2) *If the goal is zero*, the Contractor shall continue to recruit the MBEs and report the use of MBEs during the construction of the project. A good faith effort will not be required with a zero goal.

### **(B) Women Business Enterprises 3 %**

- (1) *If the goal is more than zero*, the Contractor shall exercise all necessary and reasonable steps to ensure that Women Business Enterprises participate in at least the percent of the contract as set forth above as the goal.
- (2) *If the goal is zero*, the Contractor shall continue to recruit the WBEs and report the use of WBEs during the construction of the project. A good faith effort will not be required with a zero goal.

## **Contract Requirement**

The approved MBE/WBE participation submitted by the Contractor shall be the **Contract Requirement**.

## **Certified Transportation Firms Directory**

Real-time information about firms doing business with the Department and firms that are certified through North Carolina's Unified Certification Program is available in the Directory of Transportation Firms. The Directory can be accessed by the link on the Department's homepage or by entering

<https://apps.dot.state.nc.us/vendor/directory> in the address bar of your web browser. Only firms identified as MBE/WBE certified in the Directory can be utilized to meet the contract goals.

The listing of an individual firm in the Department's directory shall not be construed as an endorsement of the firm's capability to perform certain work.

### **Listing of MBE/WBE Subcontractors in Contract**

Only those MBE/WBE firms with current certification are acceptable for listing in the bidder's submittal of MBE/WBE participation. The Contractor shall indicate the following required information:

- (A) *If the goal is more than zero* bidders, at the time the bid proposal is submitted, shall submit a listing of MBE/WBE participation on the appropriate form (or facsimile thereof) contained elsewhere in the contract documents in order for the bid to be considered responsive. Bidders shall indicate the total dollar value of the MBE/WBE participation for the contract. If the bidder has no MBE/WBE participation, he shall indicate this on the form "Listing of MBE/WBE Subcontractors" by entering the word or number zero. This form shall be completed in its entirety. **Blank forms will not be deemed to represent zero participation.** Bids submitted that do not have WBE/MBE participation indicated on the appropriate form will not be read publicly during the opening of bids. The Department will not consider these bids for award and the proposal will be returned to the bidder.
- (B) *If the goal is zero*, bidders at the time the bid proposal is submitted, shall enter the word "zero" or number "0" or if there is participation, add the value on the "Listing of MBE/WBE Subcontractors" (or facsimile thereof) contained elsewhere in the contract documents.

### **Written Documentation – Letter of Intent**

The bidder shall submit written documentation of the bidder/offeror's commitment to use MBE/WBE subcontractors whose participation it submits to meet a contract goal and written confirmation from each MBE/WBE, listed in the proposal, indicating their participation in the contract. This documentation shall be submitted on the Department's form titled "Letter of Intent to Perform as Subcontractor". This letter of intent form is available at: <http://www.ncdot.org/doh/preconstruct/ps/contracts/letterofintent.pdf>. It shall be received in the office of the Division Contract Officer no later than 12:00 p.m. of the sixth calendar day following opening of bids.

If the bidder fails to submit the letter of intent from each committed MBE/WBE listed in the proposal indicating their participation in the contract, the MBE/WBE participation will not count toward meeting the goal.

### **Counting MBE/WBE Participation Toward Meeting MBE/WBE Goal of Zero or More**

- (A) If a firm is determined to be an eligible MBE/WBE firm, the total dollar value of the participation by the MBE/WBE will be counted toward the contract requirement. The total dollar value of participation by a certified MBE/WBE will be based upon the value of work actually performed by the MBE/WBE and the actual payments to MBE/WBE firms by the Contractor.
- (B) When a MBE/WBE performs as a participant in a joint venture, the Contractor may count toward its MBE/WBE goal a portion of the total value of participation with the MBE/WBE in the joint venture, that portion of the total dollar value being a distinct clearly defined portion of work that the MBE/WBE performs with its forces.



- (C) (1) The Contractor may count toward its MBE/WBE goal only expenditures to MBE/WBEs that perform a commercially useful function in the work of a contract. A MBE/WBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the MBE/WBE shall also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable) and paying for the material itself. To determine whether a MBE/WBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the MBE/WBE credit claimed for its performance of the work, and other relevant factors.
- (2) A MBE/WBE may enter into subcontracts. Work that a MBE/WBE subcontracts to another MBE/WBE firm may be counted toward the contract goal. Work that a MBE/WBE subcontracts to a non-MBE/WBE firm does not count toward the contract goal. If a MBE/WBE contractor or subcontractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of standard industry practices, the MBE/WBE shall be presumed not to be performing a commercially useful function. The MBE/WBE may present evidence to rebut this presumption to the Department for commercially useful functions. The Department's decision on the rebuttal of this presumption will be final.
- (3) The following factors will be used to determine if a MBE/WBE trucking firm is performing a commercially useful function.
- (a) The MBE/WBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there shall not be a contrived arrangement for the purpose of meeting MBE/WBE goals.
  - (b) The MBE/WBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
  - (c) The MBE/WBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
  - (d) The MBE/WBE may lease trucks from another MBE/WBE firm, including an owner-operator who is certified as a MBE/WBE. The MBE/WBE who leases trucks from another MBE/WBE receives credit for the total value of the transportation services the lessee MBE/WBE provides on the contract.
  - (e) The MBE/WBE may also lease trucks from a non-MBE/WBE firm, including from an owner-operator. The MBE/WBE who leases trucks from a non-MBE/WBE is entitled to credit for the total value of transportation services provided by non-MBE/WBE lessees not to exceed the value of transportation services provided by MBE/WBE-owned trucks on the contract. Additional participation by non-MBE/WBE lessees receives credit only for the fee or commission it receives as a result of the lease arrangement. The value of

services performed under lease agreements between the MBE/WBE and Contractor will not count towards the contract requirement.

- (f) For purposes of this paragraph, a lease shall indicate that the MBE/WBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the MBE/WBE, so long as the lease gives the MBE/WBE absolute priority for use of the leased truck. Leased trucks shall display the name and identification number of the MBE/WBE.
- (D) A contractor may count toward its MBE/WBE goals 60 percent of its expenditures for materials and supplies required to complete the contract and obtained from MBE/WBE regular dealer and 100 percent of such expenditures to a MBE/WBE manufacturer.
- (E) A contractor may count toward its MBE/WBE goals the following expenditures to MBE/WBE firms that are not manufacturers or regular dealers:
  - (1) The fees or commissions charged by a MBE/WBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, provided the fees or commissions are determined to be reasonable and not excessive as compared with fees and commissions customarily allowed for similar services.
  - (2) The fees or commissions charged for assistance in the procurement of the materials and supplies, or for transportation charges for the delivery of materials or supplies required on a job site (but not the cost of the materials and supplies themselves), provided the fees are not from a manufacturer or regular dealer and provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

### **Good Faith Effort for Projects with Goals more than Zero**

If the MBE/WBE participation submitted in the bid by the apparent lowest responsive bidder does not meet or exceed the MBE/WBE contract goals, the apparent lowest responsive bidder shall submit to the Division Contract Officer documentation of its good faith efforts made to reach each contract goal. One complete set and 9 copies of this information shall be received in the office of the Division Contract Officer no later than 12:00 p.m. of the sixth calendar day following opening of bids. Where the information submitted includes repetitious solicitation letters it will be acceptable to submit a representative letter along with a distribution list of the firms that were solicited. Documentation of MBE/WBE quotations shall be a part of the good faith effort submittal as necessary to demonstrate compliance with the factors listed below which the Department considers in judging good faith efforts. This documentation may include written subcontractor quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

The following factors will be used to determine if the bidder has made adequate good faith effort:

- (A) Whether the bidder attended any pre-bid meetings that were scheduled by the Department to inform MBE/WBEs of subcontracting opportunities.
- (B) Whether the bidder provided solicitations through all reasonable and available means (e.g. advertising in newspapers owned and targeted to the MBE/WBEs at least 10 calendar days prior

to bid opening). Whether the bidder provided written notice to all MBE/WBEs listed in the NCDOT Directory of Transportation Firms, within the Divisions and surrounding Divisions where the project is located, that specialize in the areas of work (as noted in the MBE/WBE Directory) that the bidder will be subletting.

- (C) Whether the bidder followed up initial solicitations of interests by contacting MBE/WBEs to determine with certainty whether they were interested. If a reasonable amount of MBE/WBEs within the targeted Divisions do not provide an intent to quote or no MBE/WBEs specialize in the subcontracted areas, the bidder shall notify MBE/WBEs outside of the targeted Divisions that specialize in the subcontracted areas, and call the Director of Business and Opportunity Workforce Development to give notification of the bidder's inability to get MBE/WBE quotes.
- (D) Whether the bidder selected portions of the work to be performed by MBE/WBEs in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE/WBE participation, even when the bidder might otherwise perform these work items with its own forces.
- (E) Whether the bidder provided interested MBE/WBEs with adequate and timely information about the plans, specifications and requirements of the contract.
- (F) Whether the bidder negotiated in good faith with interested MBE/WBEs without rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be noted in writing with a description as to why an agreement could not be reached.
- (G) Whether quotations were received from interested MBE/WBE firms but rejected as unacceptable without sound reasons why the quotations were considered unacceptable.
- (H) Whether the bidder specifically negotiated with subcontractors to assume part of the responsibility to meet the contract MBE/WBE goals when the work to be sublet includes potential for MBE/WBE participation.
- (I) Whether the bidder made any efforts and/or offered assistance to interested MBE/WBEs in obtaining the necessary equipment, supplies, materials, insurance, and/or bonding to satisfy the work requirements in the bid proposal.
- (J) Any other evidence that the bidder submits which show that the bidder has made reasonable good faith efforts to meet the contract goal.

If a bidder is the apparent lowest responsive bidder on more than one project within the same letting located in the same geographic area of the state, as a part of the good faith effort the Department will consider allowing the bidder to combine the MBE participation as long as the MBE overall goal value of the combined projects is achieved.

If a bidder is the apparent lowest responsive bidder on more than one project within the same letting located in the same geographic area of the state, as a part of the good faith effort the Department will consider allowing the bidder to combine the WBE participation as long as the WBE overall goal value of the combined projects is achieved.

If the Department does not award the contract to the apparent lowest responsive bidder, the Department reserves the right to award the contract to the next lowest responsive bidder that can satisfy the

Department that the contract goal can be met or that adequate good faith efforts have been made to meet the goal.

### **MBE/WBE Replacement**

The Contractor shall not terminate a committed MBE/WBE subcontractor for convenience or perform the work with its own forces or those of an affiliate. If the Contractor fails to demonstrate reasonable efforts to replace a committed MBE/WBE firm that does not perform as intended with another committed MBE/WBE firm or completes the work with its own forces without the Engineer's approval, the Contractor may be disqualified from further bidding for a period of up to 6 months.

The Contractor shall comply with the following for replacement of committed MBE/WBE.

#### **(A) Performance Related Replacement**

When a MBE/WBE is terminated or fails to complete its work on the contract for any reason, the Contractor shall take all necessary, reasonable steps to replace the MBE/WBE subcontractor with another MBE/WBE subcontractor to perform at least the same amount of work as the MBE/WBE that was terminated. The Contractor is encouraged to first attempt to find another MBE/WBE firm to do the same work as the MBE/WBE that was being terminated.

To demonstrate necessary, reasonable good faith efforts, the Contractor shall document the steps they have taken to replace any MBE/WBE subcontractor who is unable to perform successfully with another MBE/WBE subcontractor. Such documentation shall include but not be limited to the following:

- (1) Copies of written notification to MBE/WBEs that their interest is solicited in subcontracting the work defaulted by the previous MBE/WBE subcontractor or in subcontracting other items of work in the contract.
- (2) Efforts to negotiate with MBE/WBEs for specific subbids including, at a minimum:
  - (a) The names, addresses, and telephone numbers of MBE/WBEs who were contacted.
  - (b) A description of the information provided to MBE/WBEs regarding the plans and specifications for portions of the work to be performed.
- (3) For each MBE/WBE contacted but rejected as unqualified, the reasons for the Contractor's conclusion.
- (4) Efforts made to assist the MBE/WBEs contacted, if needed, in obtaining bonding or insurance required by the Contractor.

#### **(B) Decertification Replacement**

- (1) When a committed MBE/WBE is decertified by the after a Request for Subcontract has been received by the Department, the Department will not require the Prime Contractor to solicit replacement MBE/WBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract requirement.

- (2) When a committed MBE/WBE is decertified prior to the Department receiving a Request for Subcontract for the named MBE/WBE firm, the Prime Contractor shall take all necessary and reasonable steps to replace the MBE/WBE subcontractor with another MBE/WBE subcontractor to perform at least the same amount of work to meet the contract goal or demonstrate that it has made a good faith effort to do so.

### **Changes in the Work**

When the Engineer makes changes that result in the reduction or elimination of work to be performed by a committed MBE/WBE, the Contractor will not be required to seek additional participation. When the Engineer makes changes that result in additional work to be performed by a MBE/WBE based upon the Contractor's commitment, the MBE/WBE shall participate in additional work to the same extent as the MBE/WBE participated in the original contract work.

When the Engineer makes changes that result in extra work, which has more than a minimal impact on the contract amount, the Contractor shall seek additional participation by MBE/WBEs unless otherwise approved by the Engineer.

When the Engineer makes changes that result in an alteration of plans or details of construction and a portion or all of work had been expected to be performed by a committed MBE/WBE, the Contractor shall seek participation by MBE/WBEs unless otherwise approved by the Engineer.

When the Contractor requests changes in the work that result in the reduction or elimination of work that the Contractor committed to be performed by a MBE/WBE, the Contractor shall seek additional participation by MBE/WBEs equal to the reduced MBE/WBE participation caused by the changes.

### **Reports**

All requests for subcontracts involving MBE/WBE subcontractors shall be accompanied by a certification executed by both the Prime Contractor and the MBE/WBE subcontractor attesting to the agreed upon unit prices and extensions for the affected contract items. This information shall be submitted on the Department Form RS-1-D, located at: <http://www.ncdot.org/doh/forms/files/FORMRS-1-D.doc> unless otherwise approved by the Engineer. The Department reserves the right to require copies of actual subcontract agreements involving MBE/WBE subcontractors.

Within 30 calendar days of entering an agreement with a MBE/WBE for materials, supplies or services, not otherwise documented by a Request for Subcontract as specified above, the Contractor shall furnish the Engineer a copy of the agreement. The documentation should also indicate the percentage (60% or 100%) of expenditures claimed for MBE/WBE credit.

All certifications will be considered a part of the project records, and consequently will be subject to penalties under State Law associated with falsifications of records related to projects.

### **Commitment**

MBE/WBE firms submitted with the Letter of Intent to participate in the work shall be used unless otherwise approved by the Department. Provisions for replacement of MBE/WBE firms are included in this provision.

## **Reporting MBE/WBE Participation**

- (A) The Contractor shall provide the Engineer with an accounting of payments made to MBE/WBE firms, including material suppliers, contractors at all levels (prime, subcontractor, or second tier subcontractor). This accounting shall be furnished to the Engineer for any given month by the end of the following month. Failure to submit this information accordingly may result in the following action:
- (1) Withholding of money due in the next partial pay estimate; or
  - (2) Removal of an approved contractor from the prequalified bidders list or the removal of other entities from the approved subcontractors list.
- (B) The Contractor shall report the accounting of payments on the Department's MBE/WBE Subcontractor Payment Information Form DBE-IS, which is available at <http://www.ncdot.org/doh/forms/files/DBE-IS.xls>. This shall be reported to the Engineer.
- (C) Contractors reporting transportation services provided by non-MBE/WBE lessees shall evaluate the value of services provided during the month of the reporting period only.

Prior to payment of the final estimate, the Contractor shall furnish an accounting of total payment to each MBE/WBE. A responsible fiscal officer of the payee contractor, subcontractor, or second tier subcontractor who can attest to the date and amounts of the payments shall certify that the accounting is correct.

While each contractor (prime, subcontractor, 2nd tier subcontractor) is responsible for accurate accounting of payments to MBE/WBEs, it shall be the prime contractor's responsibility to report all monthly and final payment information in the correct reporting manner.

Because NCDOT funding is being used to fund this project, failure on the part of the Contractor to submit the required information in the time frame specified may result in the disqualification of that contractor and any affiliate companies from further bidding on any NCDOT funded projects until the required information is submitted.

Because NCDOT funding is being used to fund this project, failure on the part of any subcontractor to submit the required information in the time frame specified may result in the disqualification of that contractor and any affiliate companies from further working on any State or Federally funded projects until the required information is submitted.

## **Failure to Meet Contract Requirements**

Failure to meet contract requirements in accordance with Article 102-16(J) of the *Standard Specifications* may be cause to disqualify the Contractor.

## **LIABILITY INSURANCE:**

(11-18-08)

SP1 G80

**Page 1-68, Article 107-16 is amended to include the following as the first, second, third and fourth paragraphs:**

The Contractor shall be liable for any losses resulting from a breach of the terms of this contract. The Contractor shall be liable for any losses due to the negligence or willful misconduct of its agents, assigns and employees including any sub-contractors which causes damage to others for which the Department is

found liable under the Torts Claims Act, or in the General Courts of Justice, provided the Department provides prompt notice to the Contractor and that the Contractor has an opportunity to defend against such claims. The Contractor shall not be responsible for punitive damages.

The Contractor shall at its sole cost and expense obtain and furnish to the Department an original standard ACORD form certificate of insurance evidencing commercial general liability with a limit for bodily injury and property damage in the amount of \$5,000,000.00 per occurrence and general aggregate, covering the Contractor from claims or damages for bodily injury, personal injury, or for property damages which may arise from operating under the contract by the employees and agents of the Contractor. The required limit of insurance may be obtained by a single general liability policy or the combination of a general liability and excess liability or umbrella policy. The State of North Carolina shall be named as an additional insured on this commercial general liability policy. The policy may contain the following language as relates to the State as an additional insured: "This insurance with respect to the additional insured applies only to the extent that the additional insured is held liable for your or your agent's acts or omissions arising out of and in the course of operations performed for the additional insured."

The Contractor shall maintain all legally required insurance coverage, including without limitation, worker's compensation and vehicle liability, in the amounts required by law. Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies.

Upon execution of the contract, provide evidence of the above insurance requirements to the Engineer.

**MAINTENANCE OF THE PROJECT:**

(11-20-07)

SP1G125

Revise the *2006 Standard Specifications* as follows:

**Page 1-40, Article 104-10 Maintenance of the Project** is amended as follows:

Add the following after the first sentence of the first paragraph.

All guardrail/guiderail within the project limits shall be included in this maintenance.

Add the following as the last sentence of the first paragraph:

The Contractor shall perform weekly inspections of guardrail and guiderail and shall report damages to the Engineer on the same day of the weekly inspection. Where damaged guardrail or guiderail is repaired or replaced as a result of maintaining the project in accordance with this Article, such repair or replacement shall be performed within 7 consecutive calendar days of such inspection report.

**Page 1-41, Article 104-10 Maintenance of the Project** is amended to replace the last sentence of the second paragraph with the following:

The Contractor will not be directly compensated for any maintenance operations necessary, except for maintenance of guardrail/guiderail, as this work will be considered incidental to the work covered by the various contract items. The provisions of Article 104-7, Extra Work, and

Article 104-8, Compensation and Record Keeping will apply to authorized maintenance of guardrail/guiderail. Performance of weekly inspections of guardrail/guiderail, and the damage reports required as described above, will be considered to be an incidental part of the work being paid for by the various contract items.

**BIDS:**

In accordance with GS 136-28.1(b), if the total bid amount of the contract exceeds \$1,200,000.00, the bid will not be considered for award.

**CONTRACT PAYMENT AND PERFORMANCE BOND:**

A performance bond in the amount of one hundred percent (100%) of the contract amount, conditioned upon the faithful performance of the contract in accordance with specifications and conditions of the contract is required for Construction contracts of \$300,000 or more. Such bond shall be solely for the protection of the North Carolina Department of Transportation and the State of North Carolina.

A payment bond in the amount of one hundred percent (100%) of the contract amount, conditioned upon the prompt payment for all labor or materials for which the Contractor, or his subcontractors, are liable is required for Construction contracts greater than \$300,000. The payment bond shall be solely for the protection of persons or firms furnishing materials or performing labor for this contract for which the Contractor is liable.

The successful bidder, within ten (10) days after notice of award, shall provide the Department with a contract payment bond and a contract performance bond each in an amount equal to 100 percent of the amount of the contract.

**ENGINEER:**

The Engineer for this project shall be the Division 2 Engineer, Division of Highways, North Carolina Department of Transportation, acting directly or through a duly authorized representative, such representative acting within the scope of particular assigned duties or authority.

**PAYMENT:**

The Contractor may submit a request for partial payment on a monthly basis, or other interval as approved by the Engineer. Compensation for all pay items shall be in accordance with the *Standard Specifications*. The amount of partial payments will be based on the work accomplished and accepted as the last day of the approved pay period.

Request for payment shall be made by Contractor's Invoice submitted to:

**North Carolina Department of Transportation  
Attention: District Engineer  
1701 W. Fifth St  
Washington, NC 27889**

All invoice items and unit costs shall correspond to contract pay items. In the event of error or discrepancy in items or unit costs, the Department may return the invoice to the Contractor for correction.



Form DBS-IS must be included with all requests for payment in order for that request to be processed. Information included on this form shall reflect actual payments made to DBE/MBE/WBE firms. It is available for download at <http://www.ncdot.org/doh/forms/files/DBE-IS.xls>. A responsible fiscal officer of the payee firm who can attest to the date and amounts of the payments shall certify that the accounting is correct. One hundred percent (100%) payment shall be made after successful completion of the work as verified by the final inspection.

### **CLAIMS FOR ADDITIONAL COMPENSATION OR EXTENSION OF TIME:**

Any claims for additional compensation and/or extensions of the completion date shall be submitted to the Division Engineer with detailed justification within thirty (30) days after receipt of the final invoice payment. The failure of the Contractor to submit the claim(s) within thirty (30) days shall be a bar to recovery.

### **CONTRACTOR CLAIM SUBMITTAL FORM:**

(9-16-08)

SP1G140

If the Contractor elects to file a written claim or requests an extension of contract time, it shall be submitted on the *Contractor Claim Submittal Form (CCSF)* available through the Construction Unit or [http://ncdot.org/doh/operations/dp\\_chief\\_eng/constructionunit/formsmanuals/](http://ncdot.org/doh/operations/dp_chief_eng/constructionunit/formsmanuals/).

### **LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC:**

(12-19-06)(Rev 3-16-10)

SP1 G151

Revise the *2006 Standard Specifications* as follows:

**Page 1-60, 107-2 Assignment of Claims Void**, replace the reference from *G.S. 143-3.3* to ***G.S. 143B-426.40A***.

**Page 1-69, 107-18 Contractor's Responsibility for Work**, in the first paragraph, last sentence, replace the word *legally* with the word ***contractually***.

### **GIFTS FROM VENDORS AND CONTRACTORS:**

(12-15-09)

SP1 G152

By Executive Order 24, issued by Governor Perdue, and *N.C. G.S. § 133-32*, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and *G.S. § 133-32*.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.

**DIVISION CONTRACT**  
**PROJECT SPECIAL PROVISIONS - ROADWAY**

**FINAL ACCEPTANCE AND FOURTEEN DAY OBSERVATION PERIOD:**

(7-1-95)

R1 R13

Upon completion of construction as shown on each map, a 14 day observation period is required before acceptance. During the 14-day period, warrant the resurfaced area against failure.

No payment will be made for replacing failed pavement, as the cost of it will be considered incidental to the work initially paid for under the various items in the contract.

Completion and final acceptance of the project is contingent upon successful completion of the Observation Period. The observation period will be considered a part of the work required to be completed by the final completion date specified herein.

**CONSTRUCTION SEQUENCE:**

(7-1-95)

R1 R34

Pave each section of roadway begun in a continuous operation. Do not begin work on another section of roadway unless satisfactory progress is being made toward completion of intersections and all other required incidental work by satisfactorily furnishing additional paving equipment and personnel, except for milling and patching operations.

**INCIDENTAL STONE BASE:**

(7-1-95) (Rev.7-18-06)

R5 R28

**Description**

Place incidental stone base on driveways, mailboxes, etc. immediately after paving and do not have the paving operations exceed stone base placement by more than one week without written permission of the Engineer.

**Materials and Construction**

Provide and place incidental stone base in accordance with the requirements of Section 545 of the 2006 *Standard Specifications*.

**Measurement and Payment**

*Incidental Stone Base* will be measured and paid for in accordance with Article 545-6 of the 2006 *Standard Specifications*.

**MILLING OF EXISTING ASPHALT**

The Contractor will be required to mill areas adjacent to the curb for a width of four (4) feet along SR 1422 on Map Number 1 to improve the transition from new work to existing as directed by the Engineer. Milling shall be approximately 1 1/2" deep at the curb and taper to 0" at a distance four feet toward the center line of the roadway. All work shall be in accordance with Section 607 of the Standard Specifications. Payment will be made at the unit price bid per square yard for "Milling Asphalt Pavement, 0" to 1.5" Depth".

**ASPHALT PAVEMENTS - SUPERPAVE:**

(7-18-06)(Rev 4-20-10)

RR6R01

Revise the 2006 *Standard Specifications* as follows:

**Page 6-2, Article 600-9 Measurement and Payment, delete the second paragraph.**

**Page 6-12, Subarticle 609-5(C)2, Required Sampling and Testing Frequencies, first partial paragraph at the top of the page, delete last sentence and add the following:**

If the Engineer allows the mix to remain in place, payment will be made in accordance with Article 105-3.

**Page 6-12, Subarticle 609-5(C)2, QUALITY CONTROL MINIMUM SAMPLING AND TESTING SCHEDULE**

**First paragraph, delete and replace with the following.**

Sample and test the completed mixture from each mix design per plant per year at the following minimum frequency during mix production:

**Second paragraph, delete the fourth sentence, and replace with the following**

When daily production of each mix design exceeds 100 tons and a regularly scheduled full test series random sample location for that mix design does not occur during that day's production, perform at least one partial test series consisting of Items A and B in the schedule below.

**Page 6-12, Subarticle 609-5(C)2(c) Maximum Specific Gravity, add after (AASHTO T 209):**

*or ASTM D 2041*

**Page 6-13, last line and on page and Page 6-14, Subarticle 609-5(C)(2)(e) Tensile Strength Ratio (TSR), add a heading before the first paragraph as follows:**

(i) Option 1

**Insert the following immediately after the first paragraph:**

(ii) Option 2

Mix sampled from truck at plant with one set of specimens prepared by the Contractor and then tested jointly by QA and QC at a mutually agreed upon lab site within the first 7 calendar days after beginning production of each new mix design.

**Second paragraph, delete and replace with the following:**

Test all TSR specimens required by either option noted above on either a recording test press or a test press that maintains the peak load reading after the specimen has broken.

**Subarticle 609-5(C)(3) Control Charts, delete the second sentence of the first paragraph and replace with the following:**

For mix incorporated into the project, record full test series data from all regularly scheduled random samples or directed samples that replace regularly scheduled random samples, on control charts the same day the test results are obtained.

**Page 6-15, Subarticle 609-5(C)(3) Control Charts, first paragraph on this page, delete the last sentence and substitute the following:**

Denote the moving average control limits with a dash green line and the individual test limits with a dash red line.

**Subarticle 609-5(C)(3)(a), (b) and (c), replace (a) (b) and (c) with the following:**

- (a) A change in the binder percentage, aggregate blend, or  $G_{mm}$  is made on the JMF, or,
- (b) When the Contractor elects to stop or is required to stop production after one or two moving average values, respectively, fall outside the moving average limits as outlined in subarticle 609-5(C)6 or,
- (c) If failure to stop production after two consecutive moving averages exceed the moving average limits occurs, but production does stop at a subsequent time, re-establish a new moving average beginning at the actual production stop point.

**Subarticle 609-5(C)(4) Control Limits, replace the first paragraph and the CONTROL LIMITS Table on page 6-16 with the following.**

The following are established as control limits for mix production. Apply the individual limits to the individual test results. Control limits for the moving average limits are based on a moving average of the last 4 data points. Apply all control limits to the applicable target source.

**CONTROL LIMITS**

Mix Control Criteria	Target Source	Moving Average Limit	Individual Limit
2.36 mm Sieve	JMF	$\pm 4.0$ %	$\pm 8.0$ %
0.075mm Sieve	JMF	$\pm 1.5$ %	$\pm 2.5$ %
Binder Content	JMF	$\pm 0.3$ %	$\pm 0.7$ %
VTM @ $N_{des}$	JMF	$\pm 1.0$ %	$\pm 2.0$ %
VMA @ $N_{des}$	Min. Spec. Limit	Min Spec. Limit	-1.0%
$P_{0.075}/P_{be}$ Ratio	1.0	$\pm 0.4$	$\pm 0.8$
% $G_{mm}$ @ $N_{ini}$	Max. Spec. Limit	N/A	+2.0%
TSR	Min. Spec. Limit	N/A	- 15%

**Page 6-16, Subarticle 609-5(C)(5) Warning Bands, delete this subarticle in its entirety.**

**Pages 6-16 through 6-19, Subarticle 609-5(C)(6), delete the word "warning" and substitute the words "moving average".**

**Page 6-16, Subarticle 609-5(C)(6) Corrective Actions, first paragraph, first sentence, delete and replace with the following:**

Immediately notify the Engineer when moving averages exceed the moving average limits.

**Page 6-17, third full paragraph, delete and replace with the following:**

Failure to stop production when required due to an individual mix test not meeting the specified requirements will subject all mix from the stop point tonnage to the point when the next individual test is back on or within the moving average limits, or to the tonnage point when production is actually stopped, whichever occurs first, to being considered unacceptable.

**Sixth full paragraph, delete the first, second, and third sentence and replace with the following:**

Immediately notify the Engineer when any moving average value exceeds the moving average limit. If two consecutive moving average values for any one of the mix control criteria fall outside the moving average limits, cease production of that mix, immediately notify the Engineer of the stoppage, and make adjustments. The Contractor may elect to stop production after only one moving average value falls outside the moving average limits.

**Page 6-18, Subarticle 609-5(C)(6) Corrective Actions second full paragraph, delete and replace with the following:**

If the process adjustment improves the property in question such that the moving average after four additional tests is on or within the moving average limits, the Contractor may continue production with no reduction in payment

**Page 6-18, delete the third and fourth full paragraphs, including the Table for Payment for Mix Produced in the Warning Bands and substitute the following:**

If the adjustment does not improve the property in question such that the moving average after four additional individual tests is outside the moving average limits, the mix will be evaluated for acceptance in accordance with Article 105-3. Reduced payment for or removal of the mix in question will be applied starting from the plant sample tonnage at the stop point to the sample tonnage when the moving average is on or within the moving average limits. In addition, any mix that is obviously unacceptable will be rejected for use in the work.

**Page 6-19, First paragraph, delete and replace with the following:**

Failure to stop production and make adjustments when required due to two consecutive moving average values falling outside the moving average limits will subject all mix produced from the stop point tonnage to the tonnage point when the moving average is back on or within the moving average limits or to the tonnage point when production is actually stopped, whichever occurs first, to being considered unacceptable. Remove this material and replaced with materials that comply with the Specifications at no additional costs to the Department, unless otherwise approved. Payment will be made for the actual quantities of materials required to replace the removed quantities, not to exceed the original amounts.

**Page 6-20, Subarticle 609-5(D)(1) General, delete the third full paragraph, and replace with the following:**

Perform the sampling and testing at the minimum test frequencies as specified above. Should the density testing frequency fail to meet the minimum frequency as specified above, all mix without

the required density test representation will be considered unsatisfactory. If the Engineer allows the mix to remain in place, payment will be made in accordance with Article 105-3.

**Page 6-22, Subarticle 609-5(D)(4) Nuclear Gauge Density Procedures, third paragraph, insert the following as the second sentence:**

Determine the Daily Standard Count in the presence of the QA Roadway Technician or QA Nuclear Gauge Technician on days when a control strip is being placed.

**Page 6-23, Subarticle 609-5(D)(5) Limited Production Procedure, delete the first paragraph including (a), (b), (c) and substitute the following:**

Proceed on limited production when, for the same mix type and on the same contract, one of the following conditions occur (except as noted in the first paragraph below).

- (a) Two consecutive failing lots, except on resurfacing\*
- (b) Three consecutive failing lots on resurfacing\*
- (c) Two consecutive failing nuclear control strips.

\* Resurfacing is defined as the first new uniform layer placed on an existing pavement.

**Page 6-25, Article 609-6 Quality Assurance, Density Quality Assurance, insert the following items after item (E):**

- (F) By retesting Quality Control core samples from control strips (either core or nuclear) at a frequency of 100% of the frequency required of the Contractor;
- (G) By observing the Contractor perform all standard counts of the Quality Control nuclear gauge prior to usage each nuclear density testing day; or
- (H) By any combination of the above

**Page 6-28, Subarticle 610-3(A) Mix Design-General, delete the fourth and fifth paragraphs and replace with the following:**

Reclaimed Asphalt Pavement (RAP) or Reclaimed Asphalt Shingles (RAS) may be incorporated into asphalt plant mixes in accordance with Article 1012-1 and the following applicable requirements.

Reclaimed asphalt pavement (RAP) may constitute up to 50% of the total material used in recycled mixtures, except for mix Type S 12.5D, Type S 9.5D, and mixtures containing reclaimed asphalt shingle material (RAS). Reclaimed asphalt shingle (RAS) material may constitute up to 6% by weight of total mixture for any mix. When both RAP and RAS are used, do not use a combined percentage of RAS and RAP greater than 20% by weight of total mixture, unless otherwise approved. When the percent of binder contributed from RAS or a combination of RAS and RAP exceeds 20% but not more than 30% of the total binder in the completed mix, the virgin binder PG grade shall be one grade below (both high and low temperature grade) the binder grade specified in Table 610-2 for the mix type, unless otherwise approved. When the percent of binder contributed from RAS or a combination of RAS and RAP exceeds 30% of the total binder in the completed mix, the Engineer will establish and approve the virgin binder PG grade. Use approved methods to determine if any binder grade adjustments are necessary to achieve the performance grade for the specified mix type.

For Type S 12.5D and Type S 9.5D mixes, the maximum percentage of reclaimed asphalt material is limited to 20% and shall be produced using virgin asphalt binder grade PG 76-22. For all other recycled mix types, the virgin binder PG grade shall be as specified in Table 610-2A for the specified mix type.

When the percentage of RAP is greater than 20% but not more than 30% of the total mixture, use RAP meeting the requirements for processed or fractionated RAP in accordance with the requirements of Section 1012-1.

When the percentage of RAP is greater than 30% of the total mixture, use an approved stockpile of RAP in accordance with Section 1012-1(C). Use approved test methods to determine if any binder grade adjustments are necessary to achieve the performance grade for the specified mix type. The Engineer will establish and approve the virgin asphalt binder grade to be used.

**Page 6-34, Subarticle 610-3(C),**

Delete Table 610-2 and associated notes. Substitute the following:



**TABLE 610-2**  
**SUPERPAVE MIX DESIGN CRITERIA**

Mix Type	Design ESALs Millions (a)	Binder PG Grade (b)	Compaction Levels No. Gyration @		Max. Rut Depth (mm)	Volumetric Properties (c)			
			N <sub>ini</sub>	N <sub>des</sub>		VMA % Min.	VTM %	VFA Min. - Max.	%G <sub>mm</sub> @ N <sub>ini</sub>
S-4.75A(e)	< 0.3	64 -22	6	50	-----	20.0	7.0 - 15.0	-----	-----
SF-9.5A	< 0.3	64 -22	6	50	11.5	16.0	3.0 - 5.0	70 - 80	≤ 91.5
S-9.5B	0.3 - 3	64 -22	7	65	9.5	15.5	3.0 - 5.0	65 - 80	≤ 90.5
S-9.5C	3 - 30	70 -22	7	75	6.5	15.5	3.0 - 5.0	65 - 78	≤ 90.5
S-9.5D	> 30	76 -22	8	100	4.5	15.5	3.0 - 5.0	65 - 78	≤ 90.0
S-12.5C	3 - 30	70 -22	7	75	6.5	14.5	3.0 - 5.0	65 - 78	≤ 90.5
S-12.5D	> 30	76 -22	8	100	4.5	14.5	3.0 - 5.0	65 - 78	≤ 90.0
I-19.0B	< 3	64 -22	7	65	-----	13.5	3.0 - 5.0	65 - 78	≤ 90.5
I-19.0C	3 - 30	64 -22	7	75	-----	13.5	3.0 - 5.0	65 - 78	≤ 90.0
I-19.0D	> 30	70 -22	8	100	-----	13.5	3.0 - 5.0	65 - 78	≤ 90.0
B-25.0B	< 3	64 -22	7	65	-----	12.5	3.0 - 5.0	65 - 78	≤ 90.5
B-25.0C	> 3	64 -22	7	75	-----	12.5	3.0 - 5.0	65 - 78	≤ 90.0
	Design Parameter					Design Criteria			
All Mix Types	1. Dust to Binder Ratio (P <sub>0.075</sub> / P <sub>be</sub> )					0.6 – 1.4			
	2. Retained Tensile Strength (TSR) (AASHTO T283 Modified)					85% Min. (d)			

**Page 6-34, Insert the following immediately after Table 610-2:**

**TABLE 610-2A  
SUPERPAVE MIX DESIGN CRITERIA**

	Percentage of RAP in Mix		
	Category 1	Category 2	Category 3
Mix Type	% RAP $\leq$ 20%	20.1% $\leq$ %RAP $\leq$ 30.0%	%RAP $>$ 30.0%
All A and B Level Mixes, I19.0C, B25.0C	PG 64 -22	PG 64 -22	TBD
S9.5C, S12.5C, I19.0D	PG 70 -22	PG 64-22	TBD
S 9.5D and S12.5D	PG 76-22	N/A	N/A

Note: (1) Category 1 RAP has been processed to a maximum size of 2 inches.  
 (2) Category 2 RAP has been processed to a maximum size of 1 inch by either crushing and or screening to reduce variability in the gradations.  
 (3) Category 3 RAP has been processed to a maximum size of 1 inch, fractionating the RAP into 2 or more sized stockpiles

**Page 6-35, Table 610-3 delete and replace with the following:**

**TABLE 610-3  
ASPHALT PLACEMENT- MINIMUM TEMPERATURE REQUIREMENTS**

Asphalt Concrete Mix Type	Minimum Air Temperature	Minimum Surface Temperature
ACBC, Type B 25.0B, C, B 37.5C	35°F	35°F
ACIC, Type I 19.0B, C, D	35°F	35°F
ACSC, Type S 4.75A, SF 9.5A, S 9.5B	40°F	50°F*
ACSC, Type S 9.5C, S 12.5C	45°F	50°F
ACSC, Type S 9.5D, S 12.5D	50°F	50°F

\* 35°F if surface is soil or aggregate base for secondary road construction.

**Page 6-44, Article 610-8 Spreading and Finishing, third full paragraph, replace the first sentence with the following:**

Use the 30 foot minimum length mobile grade reference system or the non-contacting laser or sonar type ski *with at least four referencing stations mounted on the paver at a minimum length of 24 feet* to control the longitudinal profile when placing the initial lanes and all adjacent lanes of all layers, including resurfacing and asphalt in-lays, unless otherwise specified or approved.

**Page 6-50, Article 610-13 Density Acceptance, delete the second paragraph and replace with the following:**

As an exception, when the first layer of mix is a surface course and is being placed directly on an unprimed aggregate or soil base, the layer will be included in the "Other" construction category.

**Page 6-50, Article 610-13 Density Acceptance, delete the formula and description in the middle of the page and replace with the following:**

where:

PF	=	$100 - 10(D)^{1.465}$
PF	=	Pay Factor (computed to 0.1%)
D	=	the deficiency of the lot average density, not to exceed 2.0%

**Page 6-53, Article 620-4 Measurement and Payment:**

**Sixth paragraph, delete the last sentence.**

**Seventh paragraph, delete the paragraph and replace with the following:**

The adjusted contract unit price will then be applied to the theoretical quantity of asphalt binder authorized for use in the plant mix placed during the partial payment period involved, except that where recycled plant mix is used, the adjusted unit price will be applied only to the theoretical number of tons of additional asphalt binder materials required by the job mix formula.

**Page 6-54, Article 620-4 Measurement and Payment, add the following pay item:**

<b>Pay Item</b>	<b>Pay Unit</b>
Asphalt Binder for Plant Mix, Grade PG 70-28	Ton

**Page 6-69, Table 660-1 Material Application Rates and Temperatures, add the following:**

Type of Coat	Grade of Asphalt	Asphalt Rate gal/yd <sup>2</sup>	Application Temperature °F	Aggregate Size	Aggregate Rate lb./sq. yd. Total
Sand Seal	CRS-2 or CRS-2P	0.22-0.30	150-175	Blotting Sand	12-15

**Page 6-75, Subarticle 660-9(B), add the following as sub-item (5)**

(5) Sand Seal

Place the fully required amount of asphalt material in one application and immediately cover with the seal coat aggregate. Uniformly spread the fully required amount of aggregate in one application and correct all non-uniform areas prior to rolling.

Immediately after the aggregate has been uniformly spread, perform rolling.

When directed, broom excess aggregate material from the surface of the seal coat.

When the sand seal is to be constructed for temporary sealing purposes only and will not be used by traffic, other grades of asphalt material meeting the requirements of Articles 1020-6 and 1020-7 may be used in lieu of the grade of asphalt required by Table 660-1 when approved.

**Page 6-76, Article 661-1 Description, add the following as the 2nd paragraph:**

Provide and conduct the quality control and required testing for acceptance of the UBWC in accordance with *Quality Management System for Asphalt Pavements (OGAFC, PADL, and Ultra-Thin HMA Version)*, included in the contract.

**Page 6-76, Article 661-2 Materials, add the following after Asphalt Binder, Grade 70-28:**

Item	Section
Asphalt Binder, Grade 76-22	1020
Reclaimed Asphalt Shingles	1012

**Page 6-78, Subarticle 661-2(E), Asphalt Binder For Plant Mix, Grade PG 70-28, rename as ASPHALT BINDER FOR PLANT MIX and add the following as the first paragraph:**

Use either PG 70-28 or PG 76-22 binder in the mix design. Where PG 76-22 is being used in the production of Ultra-thin, the grade of asphalt binder to be paid for will be PG 70-28, unless otherwise approved.

**Page 6-79, Subarticle 661-2(G), Composition of Mix, add the following as the third sentence of the first paragraph.**

The percent of asphalt binder contributed from the RAS shall not exceed 20% of the total binder in the completed mix.

**Page 6-80, Article 661-2(G) Composition of Mix, replace Table 661-4 and associated notes with the following:**

TABLE 661-4 – MIXTURE DESIGN CRITERIA				
Gradation Design Criteria (% Passing by Weight)				
Standard Sieves		1/2 in. Type A	3/8 in. Type B	1/4 in. Type C
ASTM	mm	(% Passing by Weight)		
¾ inch	19.0	100		
½ inch	12.5	85 - 100	100	
3/8 inch	9.5	60 - 80	85 - 100	100
#4	4.75	28 - 38	28 - 44	40 - 55
#8	2.36	19 - 32	17 - 34	22 - 32
#16	1.18	15 - 23	13 - 23	15 - 25
#30	0.600	10 - 18	8 - 18	10 - 18
#50	0.300	8 - 13	6 - 13	8 - 13
#100	0.150	6 - 10	4 - 10	6 - 10
#200	0.075	4.0 - 7.0	3.0 - 7.0	4.0 - 7.0

Mix Design Criteria			
	1/2 in. Type A	3/8 in. Type B	1/4 in. Type C
Asphalt Content, %	4.6 - 5.6	4.6 - 5.8	5.0 - 5.8
Draindown Test, AASHTO T 305	0.1% max.		
Moisture Sensitivity, AASHTO T 283*	80% min.		
Application Rate, lb/ yd <sup>2</sup>	90	70	50

Approximate Application Depth, in.	3/4	5/8	1/2
Asphalt PG Grade, AASHTO M 320	PG 70-28 or PG 76-22	PG 70-28 or PG 76-22	PG 70-28 or PG 76-22

NOTE: \*Specimens for T-283 testing are to be compacted using the SUPERPAVE gyratory compactor. The mixtures shall be compacted using 100 gyrations to achieve specimens approximately 95 mm in height. Use mixture and compaction temperatures recommended by the binder supplier.

**Page 6-80, Subarticle 661-3(A) Equipment, add the following as the first paragraph:**

Use asphalt mixing plants in accordance with Article 610-5 of the *Standard Specifications*.

**Page 6-82, Subarticle 661-3(C), Application of Ultra-thin Bonded Wearing Course, delete the first paragraph and add the following as the first and second paragraphs.**

Use only one asphalt binder PG grade for the entire project, unless the Engineer gives written approval.

Do not place Ultra-thin Bonded Wearing Course between October 31 and April 1, when the pavement surface temperature is less than 50°F or on a wet pavement. In addition, when PG 76-22 binder is used in the JMF, place the wearing course only when the road pavement surface temperature is 60°F or higher and the air temperature in the shade away from artificial heat is 60°F or higher.

**Page 10-40, Subarticle 1012-1(A), add the following at the end of the last paragraph, last sentence:**

or ultra-thin bonded wearing course.

**Page 10-41, Table 1012-1, delete the entries for OGAF C and add new entries for OGAF C and a row for UBWC with entries:**

Mix Type	Coarse Aggregate Angularity <sup>(b)</sup> ASTM D5821	Fine Aggregate Angularity % Minimum AASHTO T304 Method A	Sand Equivalent % Minimum AASHTO T176	Flat & Elongated 5:1 Ratio % Maximum ASTM D4791 Section 8.4
S 9.5 D	100/100	45	50	10
OGAF C	100/100	N/A	N/A	10
UBWC	100/85	40	45	10

**Delete Note (c) under the Table 1012-1 and replace with the following:**

(c) Does not apply to Mix Types SF 9.5A and S 9.5B.

**Page 10-42, Subarticle 1012-1(B)(6), add as the last sentence:**

The percentage loss for aggregate used in UBWC shall be no more than 35%.

**Page 10-43, Subarticle 1012-1(F): Reclaimed Asphalt Shingle Material (RAS), insert the following immediately following the first paragraph:**

(1) Mix Design RAS

Incorporate RAS from stockpiles that have been tested for uniformity of gradation and binder content prior to use in an asphalt mix design.

(2) Mix Production RAS

New Source RAS is defined as acceptable material which was not included in the stockpile when samples were taken for mix design purposes. Process new source RAS so that all materials will pass a 1/2" sieve prior to introduction into the plant mixer unit.

After a stockpile of processed RAS has been sampled and mix designs made from these samples, do not add new source RAS to the original stockpile without prior field testing to insure gradation and binder uniformity. Sample and test new source RAS before blending with the existing stockpile.

Store new source RAS in a separate stockpile until the material can be sampled and tested for comparison with the original recycled mix design data. New source RAS may also be placed against the existing stockpile in a linear manner provided it is sampled for mix design conformity prior to its use in the recycled mix.

RAS contamination including but not limited to excessive dirt, debris, clean stone, concrete will not be allowed.

Field approval of new source RAS will be based on the table below and volumetric mix properties on the mix with the new source RAS included. Provided these tolerances are met, volumetric properties of the new mix will then be performed. If all volumetric mix properties meet the mix design criteria for that mix type, the new source RAS may continue to be used.

If the gradation, binder content, or any of the volumetric mix properties are not within the allowable tolerances of the table below, do not use the new source RAS unless approved by the Engineer. The Contractor may elect to either not use the stockpile, to request an adjustment to the JMF, or to redesign the mix.

**NEW SOURCE RAS GRADATION and BINDER TOLERANCES  
(Apply Tolerances to Mix Design Data)**

0-6% RAS	
P <sub>b</sub> %	±1.6%
Sieve Size (mm)	Tolerance
9.5	±1
4.75	±5
2.36	±4
1.18	±4
0.300	±4
0.150	±4
0.075	±2.0

Page 10-43 through 10-45, Subarticle 1012-1(G), delete this in its entirety and replace with the following:

**(G) Reclaimed Asphalt Pavement (RAP)**

**(1) Mix Design RAP**

Incorporate RAP from stockpiles or other sources that have been tested for uniformity of gradation and binder content prior to use in an asphalt mix design. Use reclaimed asphalt pavement that meets all requirements specified for *one of* the following *two* classifications.

**(a) Millings**

Existing reclaimed asphalt pavement (RAP) that is removed from its original location by a milling process as specified in Section 607. Millings should be such that it has a uniform gradation and binder content and all materials will pass a 2" sieve prior to introduction into the plant mixer unit.

**(b) Processed RAP**

RAP that is processed in some manner (possibly by crushing and/or use of a blending method) to produce a uniform gradation and binder content in the RAP prior to use in a recycled mix. Process RAP so that all materials have a uniform gradation and binder content and will pass a 1" sieve prior to introduction into the plant mixer unit.

**(c) Fractionated RAP**

Fractionated RAP is defined as having two or more RAP stockpiles, where the RAP is divided into coarse and fine fractions. Grade RAP so that all materials will pass a 1" sieve. The coarse RAP stockpile shall only contain material retained on a 3/8" screen, unless otherwise approved. The fine RAP stockpile shall only contain material passing the 3/8" screen, unless otherwise approved. The Engineer may allow the Contractor to use an

alternate to the 3/8" screen to fractionate the RAP. The maximum percentages of fractionated RAP may be comprised of coarse, fine, or the combination of both. Utilize a separate cold feed bin for each stockpile of fractionated RAP used.

**(d) Approved Stockpiled RAP**

Approved Stockpiled RAP is defined as fractionated RAP which has been isolated and tested for asphalt content, gradation, and asphalt binder characteristics with the intent to be used in mix designs with greater than 30% RAP materials. Fractionate the RAP in accordance with Section 1012-1(G)(c). Utilize a separate cold feed bin for each approved stockpile of RAP used.

Perform extraction tests at a rate of 1 per 1000 tons of RAP, with a minimum of 5 tests per stockpile to determine the asphalt content and gradation. Separate stockpiles of RAP material by fine and coarse fractions. Erect and maintain a sign satisfactory to the Engineer on each stockpile to identify the material. Assure that no deleterious material is allowed in any stockpile. The Engineer may reject by visual inspection any stockpiles that are not kept clean, separated, and free of foreign materials.

Submit requests for RAP stockpile approval to the Engineer with the following information at the time of the request:

- (1) Approximate tons of materials in stockpile
- (2) Name or Identification number for the stockpile
- (3) Asphalt binder content and gradation test results
- (4) Asphalt characteristics of the Stockpile.

For the Stockpiled RAP to be considered for approval, the gradation and asphalt content shall be uniform. Individual test results, when compared to the target, will be accepted if within the tolerances listed below:

**APPROVED STOCKPILED RAP GRADATION and BINDER TOLERANCES  
(Apply Tolerances to Mix Design Data)**

P <sub>b</sub> %	±0.3%
Sieve Size (mm)	Percent Passing
25.0	±5%
19.0	±5%
12.5	±5%
9.5	±5%
4.75	±5%
2.36	±4%
1.18	±4%
0.300	±4%
0.150	±4%
0.075	±1.5%



Note: If more than 20% of the individual sieves are out of the gradation tolerances, or if more than 20% of the asphalt binder content test results fall outside the appropriate tolerances, the RAP shall not be used in HMA unless the RAP representing the failing tests is removed from the stockpile.

Do not add additional material to any approved RAP stockpile, unless otherwise approved by the Engineer.

Maintain at the plant site a record system for all approved RAP stockpiles. Include at a minimum the following: Stockpile identification and a sketch of all stockpile areas at the plant site; all RAP test results (including asphalt content, gradation, and asphalt binder characteristics).

## **(2) Mix Production RAP**

During mix production, use RAP that meets the criteria for one of the following categories:

### **(a) Mix Design RAP**

RAP contained in the mix design stockpiles as described above may be used in all applicable JMFs. These stockpiles have been pretested; however, they are subject to required QC/QA testing in accordance with Subarticle 609-5(C)(2).

### **(b) New Source RAP**

New Source RAP is defined as any acceptable material that was not included in the stockpile or other source when samples were taken for mix design purposes. Process new source RAP so that all materials have a uniform gradation and binder content and will pass a 2" sieve prior to introduction into the plant mixer unit.

After a stockpile of millings, processed RAP, or fractionated RAP has been sampled and mix designs made from these samples, do not add new source RAP to the original stockpile without prior field testing to insure gradation and binder uniformity. Sample and test new source RAP before blending with the existing stockpile.

Store new source RAP in a separate stockpile until the material can be sampled and tested for comparison with the original recycled mix design data. New source RAP may also be placed against the existing stockpile in a linear manner provided it is sampled for mix design conformity prior to its use in the recycled mix.

Unprocessed RAP is asphalt material that was not milled and/or has not been processed to obtain a uniform gradation and binder content and is not representative of the RAP used during the applicable mix design. Unprocessed RAP shall not be incorporated into any JMFs prior to processing. Different sources of unprocessed RAP may be stockpiled together provided it is generally free of contamination and will be processed

prior to use in a recycled mix. RAP contamination in the form of excessive dirt, debris, clean stone, concrete, etc. will not be allowed. Incidental amounts of dirt, concrete, and clean stone may be acceptable. Unprocessed RAP may be processed and then classified as a new source RAP as described above.

Field approval of new source RAP will be based on Table 1012-2 below and volumetric mix properties on the mix with the new source RAP included. Provided the Table 1012-2 tolerances are met, volumetric properties of the new mix will then be performed. If all volumetric mix properties meet the mix design criteria for that mix type, the new source RAP may continue to be used.

If the gradation, binder content, or any of the volumetric mix properties are not within the allowable tolerances of Table 1012-2, do not use the new source RAP unless approved by the Engineer. The Contractor may elect to either not use the stockpile, to request an adjustment to the JMF, or to redesign the mix.

<b>TABLE 1012-2</b>									
<b>NEW SOURCE RAP GRADATION and BINDER TOLERANCES</b>									
(Apply Tolerances to Mix Design Data)									
Mix Type	0-20% RAP			20 <sup>+</sup> -30 % RAP			30 <sup>+</sup> % RAP		
Sieve (mm)	Base	Inter.	Surf.	Base	Inter.	Surf.	Base	Inter.	Surf.
P <sub>b</sub> %	± 0.7%			± 0.4%			± 0.3%		
25.0	±10	-	-	±7	-	-	±5	-	-
19.0	±10	±10	-	±7	±7	-	±5	±5	-
12.5	-	±10	±10	-	±7	±7	-	±5	±5
9.5	-	-	±10	-	-	±7	-	-	±5
4.75	±10	-	±10	±7	-	±7	±5	-	±5
2.36	±8	±8	±8	±5	±5	±5	±4	±4	±4
1.18	±8	±8	±8	±5	±5	±5	±4	±4	±4
0.300	±8	±8	±8	±5	±5	±5	±4	±4	±4
0.150	-	-	±8	-	-	±5	-	-	±4
0.075	±4	±4	±4	±2	±2	±2	±1.5	±1.5	±1.5

#### **ASPHALT BINDER CONTENT OF ASPHALT PLANT MIXES:**

(1-1-02)

R6 R15

The approximate asphalt binder content of the asphalt concrete plant mixtures used on this project will be as follows:

Asphalt Concrete Surface Course	Type SF 9.5A	6.5 %
Asphalt Concrete Surface Course	Type S 9.5 B	6.0 %

The actual asphalt binder content will be established during construction by the Engineer within the limits established in the *2006 Standard Specifications*.

**PRICE ADJUSTMENT - ASPHALT BINDER FOR PLANT MIX:**

(11-21-00)

R6 R25

Price adjustments for asphalt binder for plant mix will be made in accordance with Section 620 of the *2006 Standard Specifications*.

The base price index for asphalt binder for plant mix is \$ **509.29** per ton.

This base price index represents an average of F.O.B. selling prices of asphalt binder at supplier's terminals on **April 1, 2010**.

**PAVING INTERSECTIONS, DRIVEWAYS, AND MAILBOX TURNOUTS:**

(7-1-95)

R6 R73

Surface all unpaved intersections back from the edge of the pavement on the mainline of the project at least 50 feet, or as directed by the Engineer. The base material for all intersections to be surfaced will be prepared for surfacing by State Forces. Place pavement in the intersections of the same material and thickness as being used on the mainline.

Surface all paved intersections back to the ends of the radii, or as directed by the Engineer. In addition, the Contractor will be required to resurface all driveway and mailbox turnouts as directed by the Engineer.

**PAVEMENT WIDTH VARIES:**

(7-1-95)

R6 R76

The Contractor's attention is directed to the fact that the existing pavement varies in width and the Contractor will be required to widen the pavement as directed by the Engineer in order to obtain a uniform edge of pavement.

**AGGREGATE PRODUCTION:**

(11-20-01) (Rev. 11-21-06)

R10 R05

Provide aggregate from a producer who uses the current Aggregate Quality Control/Quality Assurance Program which is in effect at the time of shipment.

No price adjustment is allowed to contractors or producers who use the program. Participation in the program does not relieve the producer of the responsibility of complying with all requirements of the *2006 Standard Specifications*. Copies of this procedure are available upon request from the Materials and Test Unit.

**TRAFFIC CONTROL:**

(10-21-08)

RWZ-1

Maintain traffic in accordance with Divisions 10, 11 and 12 of the *Standard Specifications* and the following provisions:

Use a lane closure (refer to the *Roadway Standard Drawings* Nos. 1101.02, 1101.11, 1110.02, 1130.01 and details for the Advance Work Zone signing in contract) or a slow-moving operation as shown in details of this contract. Use a moving operation only if the minimum speed maintained at all times is 3 mph with no stops that narrow or close a lane of travel. If the moving operation is progressing slower

than 3 mph at any time, install a lane closure. Maintain the existing traffic pattern at all times, except in the immediate work zone where lane closures are allowed as determined by the Engineer.

Refer to Attached Details and the *Roadway Standard Drawings* Nos. 1101.02, 1101.03, 1101.04, 1101.05, 1101.11, 1110.01, 1110.02, 1115.01, 1130.01, 1135.01, 1145.01, 1150.01, 1165.01, 1170.01 and 1180.01 when closing a lane of travel in a stationary work zone such as pavement patching resurfacing, or pavement marking removal. Properly ballasted cones may be used instead of drums for lane closures during daylight hours. However, drums are required for the upstream taper portion of lane closures in all applications. The stationary work zone shall be a maximum of 3 miles in length at any given time unless otherwise directed by the Engineer. A pilot vehicle operation may be used in conjunction with flaggers and the appropriate pilot vehicle warning signing as directed by the Engineer. During periods of construction inactivity, return the traffic pattern to the existing alignment and remove or cover any work zone signs. When covering work zone signs, use an opaque material that prevents reading of the sign at night by a driver using high beam headlights. Use material, which does not damage the sign sheeting. Replace any obliterated markings as required by other sections of the *Standard Specifications* and the Engineer.

When personnel and equipment are working on the shoulder adjacent to an undivided facility and within 5 feet of an open travel lane, close the nearest open travel lane using the *Roadway Standard Drawings* No. 1101.02 unless the work area is protected by barrier or guardrail. When personnel and equipment are working on the shoulder, adjacent to a divided facility and within 10 feet of an open travel lane, close the nearest open travel lane using the *Roadway Standard Drawings* No. 1101.02 unless the work area is protected by barrier or guardrail. When personnel and equipment are working within a lane of travel of an undivided or divided facility, close the lane according to the traffic control plans, *Roadway Standard Drawings* or as directed by the Engineer. Conduct the work so that all personnel and equipment remain within the closed travel lane. Do not work simultaneously, on both sides of an open travel way, within the same location, on a two-lane, two-way road. Do not perform work involving heavy equipment within 15 feet of the edge of travel way when work is being performed behind a lane closure on the opposite side of the travel way. Perform work only when weather and visibility conditions allow safe operations as directed by the Engineer.

Do not exceed a difference of 2 inches in elevation between open lanes of traffic for nominal lifts of 1.5 inches. Install advance warning UNEVEN LANES signs (W8-11 at 48" X 48") 500 feet in advance and a minimum of once every half mile throughout the uneven area.

Backfill at a 6:1 slope up to the edge and elevation of existing pavement in areas adjacent to an open travel lane that has an edge of pavement drop-off as follows:

- (A) Drop-off that exceeds 2 inches on roadways with posted speed limits of 45 mph or greater
- (B) Drop-off that exceeds 3 inches on roadways with posted speed limit less than 45 mph.

Backfill the unacceptable drop-off with suitable compacted material, as approved by the Engineer, at no expense to the Department. This work is not considered part of shoulder reconstruction.

When utilizing a slow-moving operation for such items as pavement marking placement, pavement marker installation and pesticide spraying, the slow moving operation caravan shall consist, as a minimum, of the vehicles and devices shown on the Moving Operation Caravan Detail(s) herein. Traffic cones may be used when necessary to provide additional protection of wet pavement markings. Ballast all traffic cones so they will not be blown over by traffic.

Submit a written sequence of operation for all maps to the Engineer at the first pre-construction meeting for approval by the Engineer. Approved sequence can not be altered without written permission of the Engineer.

Notify the Engineer 48 hours before milling or resurfacing will interfere with the existing Signal Loops. Loops may need to be placed in milled surface before resurfacing occurs. Coordinate all signal loop operations with the Engineer.

Notify the Engineer 15 consecutive calendar days before resurfacing a bridge or its approaches. Patch and make repairs to bridge surface and its approaches before resurfacing occurs. Coordinate all operations on the bridge and its approaches with the Engineer.

Notify the Engineer 48 hours before resurfacing the areas of existing pavement that require patching. Patch these areas before resurfacing occurs. Allow full depth asphalt patching to cool to the point of supporting traffic without displacement or rutting before reopening closed lane. Coordinate the resurfacing operations of the patched areas with the Engineer.

During a resurfacing only operation, bring all newly resurfaced lanes to the same elevation within 72 hours.

For partial or wheel track milling operations on two-way, two-lane facilities, mill and pave back by the end of each work day. For partial or wheel track milling operations on multi-lane facilities, the lane being milled may be left closed and paved back within 72 hours.

The following options are acceptable during Resurfacing and milling operations on two-way, two-lane facilities when the entire roadway or entire lane is to be milled:

- (A) Mill a single lane and pave back by the end of each work day.
- (B) Mill the entire width of roadway and pave back within 72 hours.

The following options are available during Resurfacing and milling operations on multi-lane facilities when all lanes or a single lane in one direction are to be milled:

- (A) Mill the entire width of pavement for all lanes to be milled in any direction daily and pave back within 72 hours.
- (B) Mill a single lane and pave back by the end of each work day.
- (C) Mill a single lane, leave a lane closure in and pave back within 72 hours.

When resurfacing facilities with ramps, resurface the ramp and gore area of the ramp as directed by the Engineer. A transverse joint shall be placed on the ramp at the terminal point of the gore. Newly resurfaced lanes on the main roadway and the ramp shall be at the same elevation where traffic merges.

Slope the pavement at the beginning and ending of the daily milling operation as directed by the Engineer. Sweep and remove all milled material from the roadway as soon as the daily milling operation is completed. Continue milling operations until the particular section of roadway being milled is complete. Remove any existing pavement adjacent to the milled area that has been damaged, and replace with patch material as directed by the Engineer.

Maintain vehicular access in accordance with Section 1101-13 of the *Standard Specifications* using suitable backfill material approved by the Engineer.

Operate equipment and conduct operations in the same direction as the flow of traffic. Do not cross medians with equipment, except at properly designated interchanges.

Review and record the existing pavement markings and markers prior to resurfacing. Use the record of existing pavement markings and markers in conjunction with the *Roadway Standard Drawings* to re-establish the proposed pavement markings and markers unless otherwise directed by the Engineer.

Provide appropriate lighting in accordance with Section 1413 of the *Standard Specifications*.

Remove existing pavement markers in preparation for paving. Repair any pavement damage due to existing pavement marker removal prior to the end of the work day. Dispose of existing pavement markers as directed by the Engineer. No direct payment will be made for this work, as it will be incidental to the paving operation.

Payment will be made for the traffic control items that have been included in the contract. No direct payment will be made for providing other traffic control as required herein, as the cost of same will be considered incidental to the work being paid for under those various traffic control items that have been included. Where the Contractor maintains traffic as required herein but no specific pay items have been included in the contract, all associated costs will be considered incidental to the work being paid for under the various items in the contract.

#### **WORK ZONE SIGNING:**

(10-21-08)

RWZ-3

#### **Description**

Install and maintain signing in accordance with Divisions 11 and 12 of the *Standard Specifications*, the *Roadway Standard Drawings* and the following provisions:

Furnish, install, maintain, and remove advance warning work zone signs and any required lane closure signing.

Furnish, install, and maintain general work zone warning signs for resurfacing and milling such as ROUGH ROAD (W8-8 at 48" X 48") (for milling only), UNEVEN LANES (W8-11 at 48" X 48"), LOW SHOULDER (W8-9 at 48" X 48"), LOW / SOFT SHOULDER (DOT No. 16-79860 at 48" X 48"), UNMARKED PAVEMENT AHEAD (DOT No. 116087130 at 48" X 48") and DO NOT PASS (R4-1 at 24" X 30"). When construction is completed in any area of the project, relocate signs to the next work site, as directed by the Engineer. Remove these signs at the completion of the project.

All work zone signs may be portable.

#### **Construction Methods**

##### **(A) General**

Install all warning work zone signs before beginning work on a particular map. If signs are installed three days prior to the beginning of work on a particular map, cover the signs until the work begins. Install each work zone warning sign separately and not on the same post or stand with any other sign except where an advisory speed plate or directional arrow is used.

**(B) Advance Warning Work Zone Signs**

Install advance warning work zone signs (see attached Details and the *Roadway Standard Drawings* Nos. 1101.02 and 1110.01 and advance signing details) prior to beginning of work and remove upon final completion of the project. If there is a period of construction inactivity longer than two weeks, remove or cover advance warning work zone signs. Uncover advance warning work zone signs no more than 3 days before work resumes. All other operations could be suspended upon failure to comply with the above requirements. Such suspended operations would not be resumed until the above requirements are fulfilled.

**(C) Lane Closure Work Zone Signs**

Install any required lane closure signing needed during the life of the project in accordance with the *Roadway Standard Drawings* Nos. 1101.02, 1101.11 and 1110.02.

**(D) General Work Zone Warning Signs**

Install general work zone warning signs for resurfacing and milling such as ROUGH ROAD (W8-8 at 48" X 48") (for milling only), UNEVEN LANES (W8-11 at 48" X 48"), LOW SHOULDER (W8-9 at 48" X 48") and LOW / SOFT SHOULDER (W8-9B at 48" X 48") at 1 mile intervals starting at a minimum of 500 feet in advance of the condition for both directions of travel (undivided roadways only) and at any other points determined by the Engineer.

Install the LOW SHOULDER (W8-9 at 48" X 48") or LOW / SOFT SHOULDER (DOT No. 16-79860 at 48" X 48") signs prior to any resurfacing in an area where shoulder construction will be performed.

Install general work zone warning signs such as UNMARKED PAVEMENT AHEAD (DOT No. 116087130 at 48" X 48") and DO NOT PASS (R4-1 at 24" X 30") alternately at 1/2 mile intervals starting at a minimum of 500 feet in advance of the condition for both directions of travel (undivided roadways only) and at any other points determined by the Engineer. Install signs prior to the obliteration of any pavement markings.

**Measurement and Payment**

Payment will be made for the work zone signing items that have been included in the contract. No direct payment will be made for providing other work zone signing as required herein, as the cost of same will be considered incidental to the work being paid for under those various work zone signing items that have been included. Where the Contractor provides work zone signing as required herein but no specific pay items have been included in the contract, all associated costs will be considered incidental to the work being paid for under the various items in the contract.

**STANDARD SPECIAL PROVISION**  
**AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS**

(5-20-08)

Z-2

*General Statute 143C-6-11. (h) Highway Appropriation* is hereby incorporated verbatim in this contract as follows:

(h) Amounts Encumbered. – Transportation project appropriations may be encumbered in the amount of allotments made to the Department of Transportation by the Director for the estimated payments for transportation project contract work to be performed in the appropriation fiscal year. The allotments shall be multiyear allotments and shall be based on estimated revenues and shall be subject to the maximum contract authority contained in *General Statute 143C-6-11(c)*. Payment for transportation project work performed pursuant to contract in any fiscal year other than the current fiscal year is subject to appropriations by the General Assembly. Transportation project contracts shall contain a schedule of estimated completion progress, and any acceleration of this progress shall be subject to the approval of the Department of Transportation provided funds are available. The State reserves the right to terminate or suspend any transportation project contract, and any transportation project contract shall be so terminated or suspended if funds will not be available for payment of the work to be performed during that fiscal year pursuant to the contract. In the event of termination of any contract, the contractor shall be given a written notice of termination at least 60 days before completion of scheduled work for which funds are available. In the event of termination, the contractor shall be paid for the work already performed in accordance with the contract specifications.

Payment will be made on any contract terminated pursuant to the special provision in accordance with Article 108-13(E), of the *North Carolina Department of Transportation Standard Specifications for Roads and Structures*, dated July 1, 2006.



## **STANDARD SPECIAL PROVISION**

### **ERRATA**

(7-21-09)

Z-4

Revise the *Standard Specifications for Roads and Structures July 2006* on all projects as follows:

#### **Division 1**

Page 1-1, replace AREA - American Railway Engineering Association with *American Railway Engineering and Maintenance of Way Association*.

Page 1-7, remove –L- in middle of page after INVITATION TO BID and before LABORATORY.

Page 1-25, 102-16(R), move 2nd paragraph to left margin. It is not a part of this subarticle, but part of the entire article.

#### **Division 2**

Page 2-9, Subarticle 225-1(C), 1<sup>st</sup> paragraph, 2<sup>nd</sup> line, last word, add a “d” to make the word grade become *graded*.

Page 2-15, Subarticle 226-3, 5th paragraph, first line, replace the word *in* with the word *is*.

Page 2-23, Subarticle 235-4(B)(9), at the end of the sentence, replace finished greater with finished *grade*.

Page 2-28, Article 260-3, First paragraph, second line, remove the word *foot*.

#### **Division 3**

Page 3-13, Article 340-4, Second paragraph, change Flowable Backfill to Flowable *Fill*

#### **Division 4**

Page 4-29, Article 420-13(A) Description, change reference from Section 1082 to *Article 1081-6*.

Page 4-40 Subarticle 420-17(F) first line, change Subarticle 420-17(B) to *(B) herein*.

Page 4-70, Article 442-13(B) Second sentence, change SSPC Guide 6I to SSPC Guide *6*.

Pages 4-72, 4-74, 4-76, at the top of the page, substitute the heading Section 452 with Section *450*.

Page 4-79, at the top of the page, substitute the heading Section 450 with Section *452*

Page 4-80, change 452-7 to 452-*6* at the top of the page.

Page 4-80, change Pay Item \_\_\_\_Steel Pile Retaining Walls, to *Sheet* Pile Retaining Walls.

Page 4-88, 462-4, Title, Replace last word Measurement with the word *PAYMENT*

#### **Division 5**

Page 5-8, Article 501-15 Measurement and Payment, delete the 4th paragraph that begins The quantity of lime, measured as provided ...

Page 5-14, Article 520-11 Measurement and Payment, first paragraph, second line, delete *will be*.

## Division 6

Page 6-3, Article 600-9, 2nd Paragraph on this page, replace 818-5 with 818-4.

Pages 6-30 and 31, Subarticle 610-3(A)(13) Move 2 paragraphs from the margin to the right under the number (13).

Page 6-43, Article 610-8, 4th paragraph, remove the first *the*

Page 6-44, 2nd full paragraph, 1<sup>st</sup> sentence, delete the first *and* and add *transverse* just before cross-slope control.

Page 6-51, at the top of the page, add **610-14** on the same line, and just before the heading MAINTENANCE.

Page 6-53, Article 620-4 sixth paragraph, second line; the word that should be *which*.

Page 6-66, title, Replace EXISTNG with **EXISTING**

Page 6-66, Article 657-1, Description, first sentence, replace PS/AR (hot-poured rubber asphalt with *hot applied joint sealer*.

Page 6-66, Article 657-2, replace PS/AR (Hot-Poured Rubber Asphalt with the following:

Item	Section
<i>Hot Applied Joint Sealer</i>	<b>1028-2</b>

Page 6-67, at the top of the page, substitute the heading Section 654 with Section **657**.

Page 6-67, Article 657-3 Construction Methods, 2nd paragraph, replace PS/AR sealant with *hot applied joint sealer*.

Page 6-71, 660-9(B)(1), Replace the first sentence of the first paragraph with the following:

**Using the quantities shown in Table 660-1, apply asphalt material to the existing surface followed by an application of No. 78 M or lightweight aggregate.**

Page 6-89; Add a period at the end of the last sentence at the bottom of the page.

Page 6-90, Article 663-5, first paragraph, first sentence, change 50oF to **50°F**; third paragraph, fourth sentence change 325oF to **325°F**.

## Division 7

Page 7-12, at the top of the page, substitute the heading Section 710 with Section **700**.

Page 7-15, Article 710-9, 4th paragraph, last line, change 710-11(B) to 710-10(B).

## Division 8

Page 8-13, Article 808-3, 4th Paragraph, third line, replace Eexcavation with **Excavation**

Page 8-35, Article 848-2, Item: Replace Cncrete with **Concrete**

## Division 9

Page 9-2, add **901-3** just before CONSTRUCTION METHODS

## Division 10

Page 10-12, near bottom of page add (C) before Proportioning and Mixing of Modified Compositions, which should be bold type.

Page 10-28, at the top of the page, substitute Section 1006 for 1005.

Page 10-54, Subarticle 1018-2A), First line, substitute (B) for II, third line, substitute (B)(2) for II-b.

Pages 10-56, 10-58, 10-60 at the top of the page, substitute Section 1018 with Section **1020**.

Page 10-84, Table 1042-1, Class 2, Maximum, change from 23r to **23**.

Page 10-84, Article 1042-2 Testing, last sentence, replace the word alterations with the word **cycles**.

Page 10-100, Table 1056-1, replace on the line for Trapezoidal Tear Strength:

Type 1	Type 2	Type 3		Type 4
		Class A	Class B	Soil Stabilization
<b>45 lb</b>	<b>75 lb</b>	--	--	<b>75 lb</b>

Page 10-116, Subarticle 1070-10, first paragraph, second sentence, add **or** just before cold-forged sleeve.

Pages 10-136 through 10-147, at the top of the page, substitute Section 1074 with Section **1072**.

Page 10-157, Article 1077-11, first paragraph, change the reference from Subarticle 420-18(B) to Subarticle 420-**17**(B).

Page 10-200, Subarticle 1080-14(B), change reference to ASTM D335**9**

Page 10-211, at the top of the page, substitute Section 1081 with Section **1082**.

Page 10-229, add **1088-6 BLANK** on the line above 1088-7 TUBULAR MARKERS.

Page 10-244, add **1089-10 BLANK** and **1089-11 BLANK** on the lines just above 1089-12 FLAGGER.

Page 10-272, delete Article 1098-6 in its entirety. Renumber Articles 1098-7 through 1098-17 as Articles 1098-6 through 1098-16 consecutively.

## Division 12

Page 12-21 Add **1266-2** just before the heading MATERIALS.

## Division 14

Page 14-33, Article 1413-6, first paragraph, first sentence, first line, replace made with **paid for**.

### Division 15

- ❑ Page 15-2 add **1500-4** just before the heading WEEKEND, NIGHT AND HOLIDAY WORK.
- ❑ Page 15-4, Subarticle 1505-3(A)(2), replace the 2nd line with the following: ***Provide shielding or shoring as required under Section 150 or as required elsewhere in the contract.***
- ❑ Page 15-5, add **1505-6** on the same line and just before the heading MEASUREMENT AND PAYMENT. (Remove the period after PAYMENT.)
- ❑ Page 15-6, Article 1505-6(3), delete *in Section 1175* and replace it with *elsewhere in the contract*.
- ❑ Page 15-8, add **1510-4** on the same line and just before the heading MEASUREMENT AND PAYMENT.
- ❑ Page 15-10, substitute **BLANK** for CONSTRUCTION REQUIREMENTS on the same line and just before 1515-4.
- ❑ Page 15-10, substitute **CONSTRUCTION REQUIREMENTS** for General Requirements
- ❑ Page 15-10, Article 1515-4, add **(D)** just before the bolded Fire Hydrants.
- ❑ Page 15-13, Article 1520-3, 8th paragraph, add ***pipe*** after diameter.
- ❑ Page 15-22, add **1540-3** on the same line and just before the heading CONSTRUCTION REQUIREMENTS.
- ❑ Page 15-28, Replace 1550-6 METHOD OF MEASUREMENT with ***MEASUREMENT AND PAYMENT.***

### Division 16

- ❑ Page 16-12, Subarticle 1632-1(C) ¼ Inch hardware cloth, change the minimum width from 24 inches to 48 inches.

**END**

## **STANDARD SPECIAL PROVISION**

### **PLANT AND PEST QUARANTINES**

#### **(Imported Fire Ant, Gypsy Moth, Witchweed, And Other Noxious Weeds)**

(3-18-03)

Z-04a

#### **Within quarantined area**

This project may be within a county regulated for plant and/or pests. If the project or any part of the Contractor's operations is located within a quarantined area, thoroughly clean all equipment prior to moving out of the quarantined area. Comply with federal/state regulations by obtaining a certificate or limited permit for any regulated article moving from the quarantined area.

#### **Originating in a quarantined county**

Obtain a certificate or limited permit issued by the N.C. Department of Agriculture/United States Department of Agriculture. Have the certificate or limited permit accompany the article when it arrives at the project site.

#### **Contact**

Contact the N.C. Department of Agriculture/United States Department of Agriculture at 1-800-206-9333, 919-733-6932, or <http://www.ncagr.com/plantind/> to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

#### **Regulated Articles Include**

1. Soil, sand, gravel, compost, peat, humus, muck, and decomposed manure, separately or with other articles. This includes movement of articles listed above that may be associated with cut/waste, ditch pulling, and shoulder cutting.
2. Plants with roots including grass sod.
3. Plant crowns and roots.
4. Bulbs, corms, rhizomes, and tubers of ornamental plants.
5. Hay, straw, fodder, and plant litter of any kind.
6. Clearing and grubbing debris.
7. Used agricultural cultivating and harvesting equipment.
8. Used earth-moving equipment.
9. Any other products, articles, or means of conveyance, of any character, if determined by an inspector to present a hazard of spreading imported fire ant, gypsy moth, witchweed or other noxious weeds.

## **STANDARD SPECIAL PROVISION**

### **MINIMUM WAGES**

(7-21-09)

Z-5

**FEDERAL:** The Fair Labor Standards Act provides that with certain exceptions every employer shall pay wages at the rate of not less than SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

**STATE:** The North Carolina Minimum Wage Act provides that every employer shall pay to each of his employees, wages at a rate of not less than SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all skilled labor employed on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all intermediate labor employed on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all unskilled labor on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

This determination of the intent of the application of this act to the contract on this project is the responsibility of the Contractor.

The Contractor shall have no claim against the Department of Transportation for any changes in the minimum wage laws, Federal or State. It is the responsibility of the Contractor to keep fully informed of all Federal and State Laws affecting his contract.

**\*AWARD LIMITS ON MULTIPLE PROJECTS\***

It is the desire of the Proposer to be awarded contracts, the value of which will not exceed a total of \$\_\_\_\_\_, for those projects indicated below on which bids are being opened on the same date as shown in the Proposal Form. Individual projects shall be indicated by placing the project number and county in the appropriate place below. Projects not selected will not be subject to an award limit.

_____ (Project Number)	_____ (County)
_____ (Project Number)	_____ (County)
_____ (Project Number)	_____ (County)
_____ (Project Number)	_____ (County)

\*If a Proposer desires to limit the total amount of work awarded to him in this letting, he shall state such limit in the space provided above in the second line of this form.

It is agreed that in the event that I am (we are) the successful bidder on indicated projects, the total value of which is more than the above stipulated award limits, the Board of Transportation will award me (us) projects from among those indicated which have a total value not exceeding the award limit and which will result in the best advantage to the Department of Transportation.

\_\_\_\_\_  
\*\*Signature of Authorized Person

\*\*Only those persons authorized to sign bids under the provisions of Article 102-8, Item 7, shall be authorized to sign this form.

**LISTING OF MBE & WBE SUBCONTRACTORS**

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Sheet \_\_\_\_\_ of \_\_\_\_\_

Sheet \_\_\_\_\_ of \_\_\_\_\_

[illegible]

Contract No.	County	Firm
--------------	--------	------

**This form must be completed in order for the Bid to be considered responsive and be publicly read. Bidders with no MBE and/or WBE participation must so indicate this on the form by entering the word or number zero.**



## Sheet \_\_\_\_\_ of \_\_\_\_\_

\*\* Dollar Volume of MBE Subcontractor \$ \_\_\_\_\_  
 MBE Percentage of Total Contract Bid Price \_\_\_\_\_ %

\*\* Dollar Volume of WBE Subcontractor \$ \_\_\_\_\_  
 WBE Percentage of Total Contract Bid Price \_\_\_\_\_ %

\* The Dollar Volume shown in this column shall be the Actual Price Agreed Upon by the Prime Contractor and the MBE and/or WBE subcontractor, and these prices will be used to determine the percentage of the MBE and/or WBE participation in the contract.

**\*\* Must have entry even if figure to be entered is zero.**

**This form must be completed in order for the Bid to be considered responsive and be publicly read. Bidders with no MBE and/or WBE participation must so indicate this on the form by entering the word or number zero.**

**EXECUTION OF BID**  
**NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**

**CORPORATION**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**SIGNATURE OF CONTRACTOR**

\_\_\_\_\_  
Full name of Corporation

\_\_\_\_\_  
Address as prequalified

Attest \_\_\_\_\_

Secretary/Assistant Secretary  
*Select appropriate title*

By \_\_\_\_\_

President/Vice President/Assistant Vice President  
*Select appropriate title*

\_\_\_\_\_  
Print or type Signer's name

\_\_\_\_\_  
Print or type Signer's name

**CORPORATE SEAL**

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**NOTARY SEAL**

\_\_\_\_\_  
Signature of Notary Public

Of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires \_\_\_\_\_

**EXECUTION OF BID**  
**NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**  
**PARTNERSHIP**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**SIGNATURE OF CONTRACTOR**

\_\_\_\_\_  
Full Name of Partnership

\_\_\_\_\_  
Address as Prequalified

By

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Partner

\_\_\_\_\_  
Print or type Signer's name

\_\_\_\_\_  
Print or type Signer's name

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the  
day of \_\_\_\_\_ 20\_\_\_\_\_.

**NOTARY SEAL**

\_\_\_\_\_  
Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXECUTION OF BID**  
**NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**  
**LIMITED LIABILITY COMPANY**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**SIGNATURE OF CONTRACTOR**

\_\_\_\_\_  
Full Name of Firm

\_\_\_\_\_  
Address as Prequalified

\_\_\_\_\_  
Signature of Witness

Signature of Manager

\_\_\_\_\_  
Individually

\_\_\_\_\_  
Print or type Signer's name

\_\_\_\_\_  
Print or type Signer's Name

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the

**NOTARY SEAL**

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXECUTION OF BID**  
**NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**  
**JOINT VENTURE (2) or (3)**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**SIGNATURE OF CONTRACTOR**

Instructions: **2 Joint Venturers** Fill in lines (1), (2) and (3) and execute. **3 Joint Venturers** Fill in lines (1), (2), (3) and (4) and execute. On Line (1), fill in the name of the Joint Venture Company. On Line (2), fill in the name of one of the joint venturers and execute below in the appropriate manner. On Line (3), print or type the name of the other joint venturer and execute below in the appropriate manner. On Line (4), fill in the name of the third joint venturer, if applicable and execute below in the appropriate manner.

(1)	<hr/>		<hr/>
	Name of Joint Venture		
(2)	<hr/>		<hr/>
	Name of Contractor		
	<hr/>		<hr/>
	Address as prequalified		
	<hr/>		<hr/>
	Signature of Witness or Attest	By	Signature of Contractor
	<hr/>		<hr/>
	Print or type Signer's name		Print or type Signer's name
	<i>If Corporation, affix Corporate Seal</i>	and	
(3)	<hr/>		<hr/>
	Name of Contractor		
	<hr/>		<hr/>
	Address as prequalified		
	<hr/>		<hr/>
	Signature of Witness or Attest	By	Signature of Contractor
	<hr/>		<hr/>
	Print or type Signer's name		Print or type Signer's name
	<i>If Corporation, affix Corporate Seal</i>	and	
(4)	<hr/>		<hr/>
	Name of Contractor (for 3 Joint Venture only)		
	<hr/>		<hr/>
	Address as prequalified		
	<hr/>		<hr/>
	Signature of Witness or Attest	By	Signature of Contractor
	<hr/>		<hr/>
	Print or type Signer's name		Print or type Signer's name

*If Corporation, affix Corporate Seal*

**NOTARY SEAL**

*Affidavit must be notarized for Line (2)*

Subscribed and sworn to before me this

\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**NOTARY SEAL**

*Affidavit must be notarized for Line (3)*

Subscribed and sworn to before me this

\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**NOTARY SEAL**

*Affidavit must be notarized for Line (4)*

Subscribed and sworn to before me this

\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXECUTION OF BID**  
**NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**  
**INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**SIGNATURE OF CONTRACTOR**

Name of Contractor

\_\_\_\_\_  
Individual name

Trading and doing business as

\_\_\_\_\_  
Full name of Firm

\_\_\_\_\_  
Address as Prequalified

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Contractor, Individually

\_\_\_\_\_  
Print or type Signer's name

\_\_\_\_\_  
Print or type Signer's name

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the

**NOTARY SEAL**

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXECUTION OF BID**  
**NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**  
**INDIVIDUAL DOING BUSINESS IN HIS OWN NAME**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

*N.C.G.S. § 133-32* and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**SIGNATURE OF CONTRACTOR**

Name of Contractor \_\_\_\_\_  
Print or type Individual name

\_\_\_\_\_  
Address as Prequalified

\_\_\_\_\_  
Signature of Contractor, Individually

\_\_\_\_\_  
Print or type Signer's Name

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print or type Signer's name

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the

**NOTARY SEAL**

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## DEBARMENT CERTIFICATION

### Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Department if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation that is file with the Department, or has become erroneous because of changed circumstances.
2. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. A copy of the Federal Rules requiring this certification and detailing the definitions and coverages may be obtained from the Contract Officer of the Department.
3. The prequalified bidder agrees by submitting this form, that he will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in NCDOT contracts, unless authorized by the Department.
4. For Federal Aid projects, the prequalified bidder further agrees that by submitting this form he will include the Federal-Aid Provision titled *Required Contract Provisions Federal-Aid Construction Contract (Form FHWA PR 1273)* provided by the Department, without subsequent modification, in all lower tier covered transactions.
5. The prequalified bidder may rely upon a certification of a participant in a lower tier covered transaction that he is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless he knows that the certification is erroneous. The bidder may decide the method and frequency by which he will determine the eligibility of his subcontractors.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. Except as authorized in paragraph 6 herein, the Department may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.



### **DEBARMENT CERTIFICATION**

The prequalified bidder certifies to the best of his knowledge and belief, that he and his principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- e. Will submit a revised Debarment Certification immediately if his status changes and will show in his bid proposal an explanation for the change in status.

If the prequalified bidder cannot certify that he is not debarred, he shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

Failure to submit a non-collusion affidavit and debarment certification will result in the prequalified bidder's bid being considered non-responsive.

☐

Check here if an explanation is attached to this certification.

# North Carolina Department of Transportation BID FORM

WBS ELEMENTS: 2CR.20071.6

COUNTY: Beaufort  
ROUTES: SR 1134, SR 1422, SR 1509, SR 1609  
DESCRIPTION: Milling & Resurfacing

BID OPENING: May 11, 2010

ITEM	SECT	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT BID
1	800	MOBILIZATION	1	LS		
2	545	INCIDENTAL STONE BASE	100	TON		
3	607	MILLING ASPHALT PAVEMENT, 0" TO 1.5" DEPTH	6614	SY		
4	610	ASPHALT CONC SURFACE COURSE, TYPE SF9.5A	4742	TON		
5	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5B	3331	TON		
6	620	ASPHALT BINDER FOR PLANT MIX, GRADE PG 64-22	524	TON		

***TOTAL BID FOR PROJECT:*** \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

ADDRESS \_\_\_\_\_

Federal Identification Number \_\_\_\_\_ Contractors License Number \_\_\_\_\_

Authorized Agent \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Witness \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

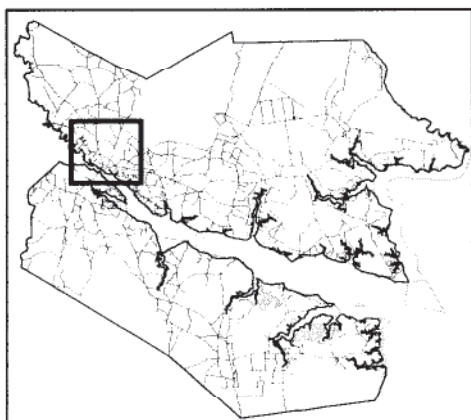
**THIS SECTION TO BE COMPLETED BY NC DEPARTMENT OF TRANSPORTATION**

*This bid has been reviewed in accordance with Article 103-1 of the Standard Specifications for Roads and Structures 2006.*

*Reviewed by NCDOT* \_\_\_\_\_ *Date* \_\_\_\_\_  
*Contract Officer*

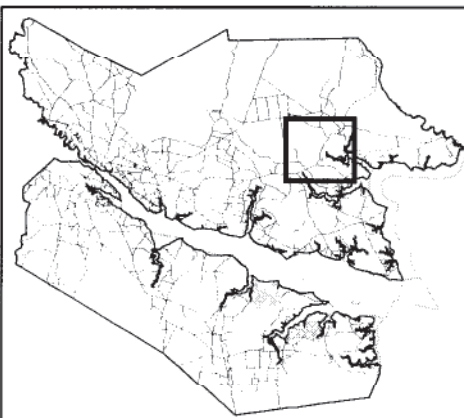
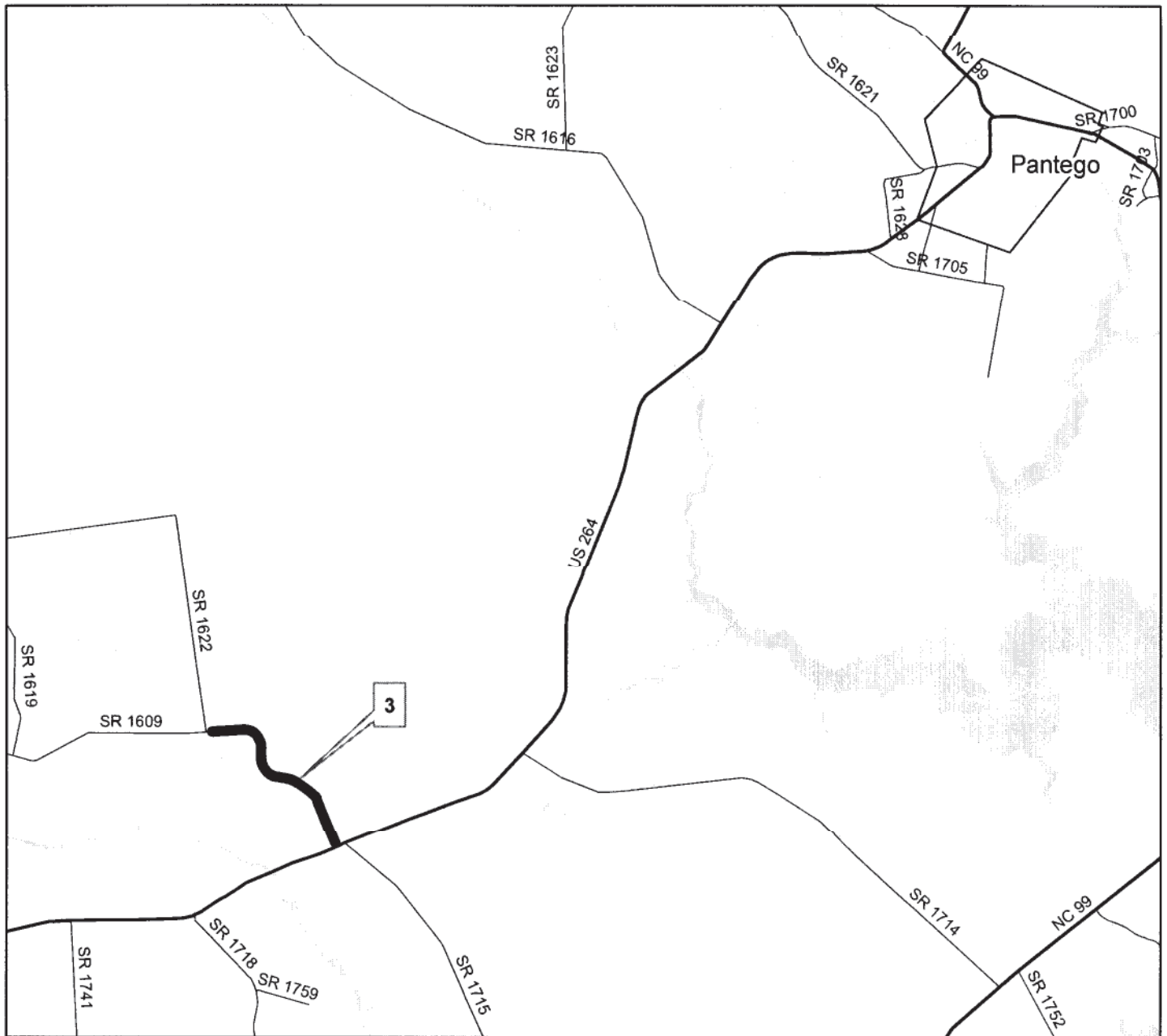
*Accepted by NCDOT* \_\_\_\_\_ *Date* \_\_\_\_\_  
*Division Engineer*

## Map 1



# WBS Element 2CR.20071.6

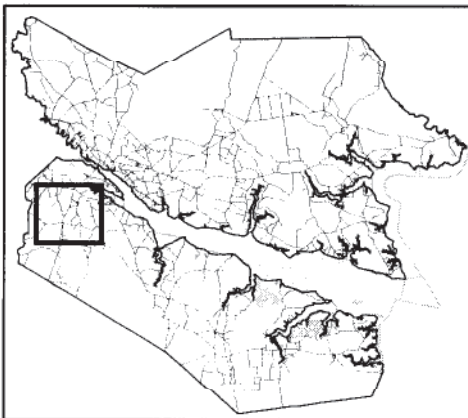
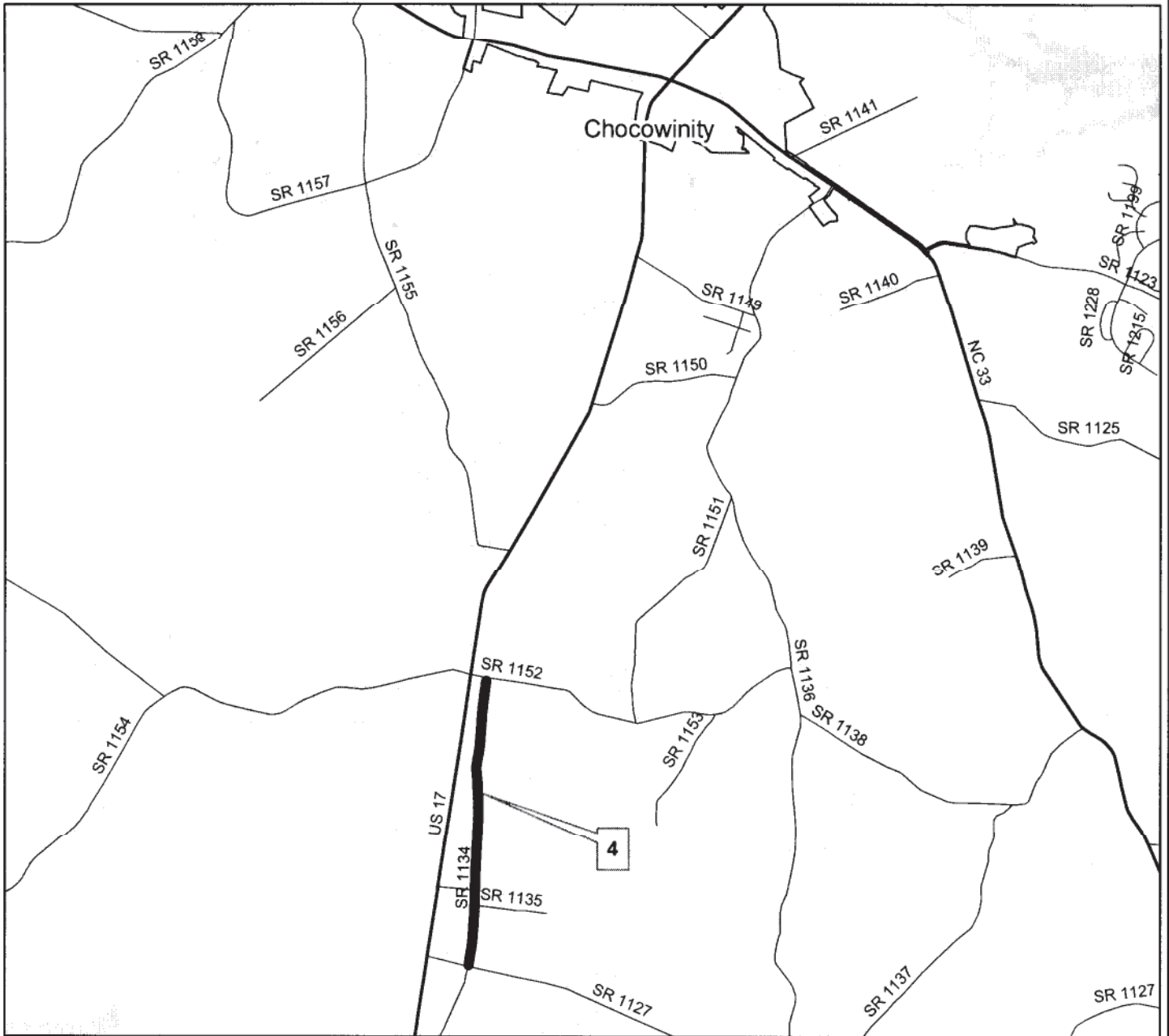
## Map 2



**Beaufort County**  
**Resurfacing**  
**SR 1609**

# WBS Element 2CR.20071.6

## Map 3



**Beaufort County**  
**Resurfacing**  
**SR 1134**

# SUMMARY OF QUANTITIES

PROJECT	COUNTY	MAP	ROUTE	DESCRIPTION	LENGTH	WIDTH	SURFACE COURSE, SF9.5A	SURFACE COURSE, S9.5B	PG 64-22 PLANT MIX	MILLING ASPHALT PVMT, 0"-1.5"
NO		NO			MI	FT	TONS	TON	TONS	SY
2CR.20071.6	Beaufort	1	SR 1509 (SPRING RD)	FROM SR 1422 TO US 17	1.9	24		2247	146	
2CR.20071.6	Beaufort	1	SR 1422 (MARKET ST)	FROM SR 1306 TO SR 1509	1.4	47	3322		216	6614
2CR.20071.6	Beaufort	2	SR 1609 (FREE UNION CHURCH RD)	FROM SR 1622 TO US 264	1.1	20		1084	70	
2CR.20071.6	Beaufort	3	SR 1134 (OLD NEW BERN HWY)	FROM SR 1152 TO SR 1127	1.4	20	1420		92	
TOTAL FOR PROJECTS					5.7		4742	3331	524	6614